

**COUNCIL MEMBERS:**

SHAWN	DON	SUZANNE	GREGORY	JIM	REBECCA	CHRIS
BARIGAR	HALL	HAWKINS	LANTING	MUNN, JR.	MILLS SOJKA	TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



**AGENDA**  
 Meeting of the Twin Falls City Council  
**Monday, December 9, 2013**  
 City Council Chambers  
 305 3<sup>rd</sup> Avenue East -Twin Falls, Idaho

**5:00 P.M.**

PLEDGE OF ALLEGIANCE TO THE FLAG  
 CONFIRMATION OF QUORUM  
 INTRODUCTION OF STAFF  
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA  
 PROCLAMATIONS: None

AGENDA ITEMS	Purpose	By:
<b>I. <u>CONSENT CALENDAR:</u></b>		
1. Consideration of a request to approve the accounts payable for December 3 –9, 2013.	Action	Sharon Bryan
2. Consideration of a request to approve the November 12, 2013, Minutes.	Action	Leila A. Sanchez
3. Consideration of a request to accept right of way deed for a portion of Cheney Drive West Extended west of Grandview Drive North.	Action	Brad Wills/ Lee Glaesemann
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b>		
1. Presentations from Municipal Powers Outsource Grants (MPOG) Recipients on use of funds received last fiscal year.	Presentations	Pat Lehmann
2. Consideration of the creation and the establishment of various committees of the City Council of the City of Twin Falls to ensure the City operate in compliance with Resolution 1912.	Action	Travis Rothweiler
3. Consideration of a request submitted by Mr. Timothy Okal of the REO Development Group, LLC, to have the City Council reconsider its actions of November 25, 2013: to "begin negotiations with Beckley Media and to complete negotiations with Beckley Media by January 31, 2014 and to be brought to Council for consideration no later than February 3, 2013."	Possible Action	Travis Rothweiler
4. Discussion on Canyon Jump process.	Discussion and Possible Action	City Council
5. Public input and/or items from the City Manager and City Council.		
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u></b>		
<b>V. <u>ADJOURNMENT:</u></b>		

*Any person(s) needing special accommodations to participate in the above noticed meeting could contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208)735-7287.*

### Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
  2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
  3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
    - A complete explanation and description of the request.
    - Why the request is being made.
    - Location of the Property.
    - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
  4. A City Staff Report shall summarize the application and history of the request.
    - The City Council may ask questions of staff or the applicant pertaining to the request.
  5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
    - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
    - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
    - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
  6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
  7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- \* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.

**COUNCIL MEMBERS:**

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



**Minutes**  
 Meeting of the Twin Falls City Council  
**Tuesday, November 12, 2013**  
 City Council Chambers  
 305 3<sup>rd</sup> Avenue East -Twin Falls, Idaho

**5:00 P.M.**

PLEDGE OF ALLEGIANCE TO THE FLAG  
 CONFIRMATION OF QUORUM  
 INTRODUCTION OF STAFF  
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA

**PROCLAMATIONS:**

November 21, 2013 - Grief Awareness Day – Request made by Revis Turner.  
 National Hospice and Palliative Care Month – Request made by Tom Mikesell.

AGENDA ITEMS	Purpose	By:
<b>I. <u>CONSENT CALENDAR:</u></b>		
1. Consideration of a request to approve the accounts payable for November 5 – 12, 2013, total: \$280,759.42 and November 7, 2013, payroll, total: \$117,321.98.	Action	Sharon Bryan
2. Consideration of a request to approve the October 28, 2013, City Council Minutes.	Action	Leila A. Sanchez
3. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for the Final Plat of the Dunithorn Subdivision.	Action	Mitchel Humble
4. Consideration of a request for the approval of the Annual Festival of Lights Parade to be held on Friday, December 6, 2013.	Action	Sgt. Ryan Howe
5. Consideration of a request to approve the 23 <sup>rd</sup> Annual Christmas in the Night Time Sky Event to be held at 2862 Addison Avenue East on November 29, 2013.	Action	Sgt. Ryan Howe
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b>		
1. Consideration of a request to acquire property for the purpose of placing a water storage reservoir at 183 Hankins Road.	Action	Jacqueline Fields
2. Discussion and possible direction regarding the Zoning Ordinance Amendment Committee's progress on drafting an amendment to City Code 10-4-19: Canyon Rims Overlay District.	Discussion/ Direction	Mitchel Humble
3. Discussion on the Idaho Open Meeting Law and possible action on a resolution (attached) requiring meetings of committees, subcommittees, and work groups of the City to publicly notice and post their meetings, keep minutes, and open such meetings to the public except as otherwise provided in the Open Meeting Law.	Discussion/ Possible Action	Rebecca Mills Sojka
4. Public input and/or items from the City Manager and City Council.		
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u>      None</b>		
<b>V. <u>ADJOURNMENT:</u></b>		

*Any person(s) needing special accommodations to participate in the above noticed meeting could contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208)735-7287.*

Present: Shawn Barigar, Don Hall, Suzanne Hawkins, Greg Lanting, Rebecca Mill Sojka, Chris Talkington

Absent: Jim Munn

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Community Development Director Mitchel Humble, City Engineer Jacqueline Fields, Sgt. Ryan Howe, Public Information Officer Josh Palmer, Assistant to the City Manager Mike Williams, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Mayor Lanting called the meeting to order at 5:00 P.M. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag. A quorum was present. Mayor Lanting introduced staff.

**CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None**

**PROCLAMATIONS:**

-November 21, 2013 - Grief Awareness Day – Request made by Revis Turner.

Councilperson Hawkins read the proclamation. Mayor Lanting presented it to Revis Turner.

-National Hospice and Palliative Care Month – Request made by Tom Mikesell.

Councilperson Talkington read the proclamation. Mayor Lanting presented it to Revis Turner.

**AGENDA ITEMS**

**I. CONSENT CALENDAR:**

1. Consideration of a request to approve the accounts payable for November 5 – 12, 2013, total: \$280,759.42 and November 7, 2013, payroll, total: \$117,321.98.
2. Consideration of a request to approve the October 28, 2013, City Council Minutes.
3. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for the Final Plat of the Dunthorn Subdivision.
4. Consideration of a request for the approval of the Annual Festival of Lights Parade to be held on Friday, December 6, 2013.
5. Consideration of a request to approve the 23<sup>rd</sup> Annual Christmas in the Night Time Sky Event to be held at 2862 Addison Avenue East on November 29, 2013.

**MOTION:**

Vice Mayor Hall made the motion to approve the Consent Calendar as presented. The motion was seconded by Councilperson Hawkins and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

**II. ITEMS FOR CONSIDERATION:**

1. Consideration of a request to acquire property for the purpose of placing a water storage reservoir at 183 Hankins Road.

City Engineer Fields explained the request.

Council discussion followed.

- Delivery service area
- Cost of property
- Operation of the system

City Engineer Fields stated that the areas served are Bethel Temple to the north, Orchard on the south side, and area between Eastland and eastern edge of water service area.

City Manager Rothweiler discussed the cost. The property has a commercial designation making it a higher value. The asking price was \$1.6 million dollars for one parcel. The request is to acquire a portion of the parcel. This is \$100,000 over budget. The water fund has unrestricted cash available.

City Engineer Fields stated that this tank will hold 22 million gallons for storage.

- 5 million gallon tank
- Participation from new industry

City Manager Rothweiler stated that the estimated cost for the tank is \$ 7.3 million dollars. The City's contribution is \$3.5 million. The balance will come through tax increment financing, Cliff Bar and Area 4-1 URA Agency.

**MOTION:**

Councilperson Barigar made the motion to approve the request to acquire property for the purpose of placing a water storage reservoir at 183 Hankins Road in the amount not to exceed \$450,000. The motion was seconded by Councilperson Talkington and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

2. Discussion and possible direction regarding the Zoning Ordinance Amendment Committee's progress on drafting an amendment to City Code 10-4-19: Canyon Rims Overlay District.

Community Development Director Humble explained the request. The Zoning Ordinance Amendment Committee (ZOAC) recommends that no code amendment is necessary regarding the Canyon Rim Overlay District.

Council discussion followed.

-Rock Creek potential

-Committee members

-Setbacks at Rock Creek at 50' and the Snake River Canyon at 50' with geological survey.

Community Development Director Humble stated the Canyon Rim Overlay District ordinance applies to commercial property.

Cheri Condie, Barbara Beck, and Kathy McMillan, Concerned Citizens Committee, participated in the ZOAC's conversations.

Community Development Director Humble stated he believes that the Rock Creek setback of 50' and the Snake River Canyon setback of 50' with a geological survey are due to rim stability.

City Attorney Wonderlich stated that his recollection from the hearing is that the Rock Creek Canyon setback of 50' is due to the size of the canyon and there being less impact.

Councilperson Barigar stated the goals of the setback were to limit the visibility of the rim from the canyon.

Tom Frank, Chairman of the Planning & Zoning Commission, stated that the Rock Creek Canyon rim was of particular concern to him; also discussed how different projects come into the community.

Kevin Dane, Twin Falls, Idaho, spoke in favor of the request.

Kathy McMillan spoke against the request. She spoke on the retail design standard.

Councilperson Talkington stated that he served on ZOAC for a year and agrees that the Canyon Rim Overlay has been a controversial and a non-ending problem without an apparent solution.

Kevin Dane stated that Canyon Rim Overlay is working well. Most of the public interest in the last few years has increased. The main priority for the Canyon Rim Overlay District ordinance was the Snake River Canyon.

Councilperson Mills Sojka stated that she is not satisfied with doing nothing with the Canyon Rim Overlay District ordinance. She stated that the public has voiced opposition and she supports recommendations made by the Concerned Citizens Committee. The Strategic Plan and the Comprehensive Plan stated the need to protect canyon rim environments.

Vice Mayor Hall stated he served on the ZOAC and stated that the public was involved in the process.

Councilperson Barigar stated that creating a CRO District for every possible eventuality, that may or may not happen, may be more detrimental than the PUD. The City's process of evaluating the CRO District ordinance went through a process where public input was received and considered.

Mayor Lanting stated that when the Canyon West PUD was considered he made the recommendation of turning the proposed building around but was voted down. During the PUD process, he asked for and received assurances relating to berming and trees. He is in favor of keeping the Canyon Rim Overlay District ordinance as it stands.

Councilperson Talkington stated that Councilperson Mills Sojka referred to ZOAC as a closed meeting and was sure she didn't mean that the committee was doing anything in violation of the Idaho Meeting Laws. The meetings were publicized. He stated that he would not participate in illegal meetings.

Councilperson Mills Sojka stated that she was not saying the meeting was illegal. The public was not invited or noticed.

No motion on the floor.

3. Discussion on the Idaho Open Meeting Law and possible action on a resolution (attached) requiring meetings of committees, subcommittees, and work groups of the City to publicly notice and post their meetings, keep minutes, and open such meetings to the public except as otherwise provided in the Open Meeting Law.

Councilperson Mills Sojka explained the request.

Idaho Attorney General Lawrence Wasden created a pamphlet that clarifies the Open Meeting Laws and assists in their proper implementation. She referred to Idaho Code 67-2340 and read, "The people of the state of Idaho in creating the instruments of government that serve them, do not yield their sovereignty to the agencies so created. Therefore, the legislature finds and declares that it is the policy of this state that the formation of public policy is public business and shall not be conducted in secret." She also stated that the law states, "All meetings of the governing body of a public agency shall be open to the public and all persons shall be permitted to attend any meetings except as otherwise provided by this act should be able to attend any meetings as provided by this act."

She stated that the City should be noticing and letting the citizens know when preliminary discussions are happening. All the definitions are laid out in the statute and those definitions supersede the common definitions. In the Idaho Open Meeting Law Manual the definition of deliberation is "the receipt or exchange of information or opinion relating to a decision...", and even the receipt of information relating to a decision that is a measure on which the governing body will have to vote amounts to deliberation, therefore triggers the definition and requirements of meeting, under the Open Meeting Law.

She stated that in several court cases it has been found that you really can't separate deliberation from decision. So if we deliberate in a meeting that is not necessarily noticed or public or not everyone is invited to attend, if there are elected officials and commission members in attendance, they are still participating in the process of making the decision. She referred to the Idaho Open Meeting Law Manual and stated, "The California Court of Appeals discussed the dual facets of deliberation in Sacramento Newspaper Guild v. Sacramento County Board of Supervisors and found that the California's open meeting law declares the law's intent that deliberation as well as action occur openly and publicly. Recognition of deliberation and action as dual components that the meeting concept cannot be split of and confined to one component only, but rather comprehends both and either. "

As seen tonight, committees are deliberating and making a recommendation to the Council. A similar decision was reached from the Florida Supreme Court, "It is the law's intent that any meetings, relating to any matter on which foreseeable action will be taken, occur opening and publicly." The Attorney General goes further by saying, "The requirement that the Open Meeting Law must be complied with whenever a quorum of the members of a governing meets to deliberate or to make a decision should not be evaded by holding small meetings with less than a quorum present or by having a go-between contact each of the governing body members to ascertain his/her sentiment." The advice is clear to error on the side of openness.

The City Council has done nothing illegal and has followed the letter of the law. The two details that make these meetings legal is a quorum of the Council must be present and the committee is created by some legislative act of the Council. Deliberation is important to open up to the public so that some Councilmembers aren't receiving different information from other councilmembers. Information received during deliberations no doubt affects the ultimate decisions of the Council.

She would rather not have the Council embrace these few small details that hinge on the fact that we are doing a legal process, but would prefer the Council embrace the intent of the Open Meeting Law to notice and post agendas and invite the public to the preliminary discussion and conversation. At a Planning & Zoning Commission training discussion was made on how someone becomes involved in the front end if not chosen for the ZOAC and a whole idea might get vetted out by a committee and the result may not be as good as if you would have included more input in the process.

City Attorney Wonderlich brought out that in our form of government the Mayor does not have that authority to create committees on his or her own but it should be an act of the Council. The creation of committee by the Council is subject to the requirement of Open Meeting Laws. He also stated that it is not illegal for the Mayor to create a committee.

The resolution basically summarizes the points made by Councilperson Mills Sojka and points out specific places where the Open Meeting Law and the Idaho Attorney General advises to error on the side of openness in regards to committee meetings.

**MOTION:**

Councilperson Mills Sojka made the motion to approve Resolution 1909. The motion was seconded by Councilperson Talkington.

Council discussion followed.

-Exemptions to the Idaho Meeting Laws

Mayor Lanting stated that adoption of the resolution would result in hiring one more staff member. The staff member would need to post the meeting notice, develop the agenda, take the minutes, and transcribe the minutes. In addition, two thirds of the committees listed in the Times News were formed by him to determine who to appoint to the various commissions and committees, such as the Historical Preservation Commission, Parks & Recreation Commission, and Tree Commission. According to the proposed Resolution, the meetings will be conducted according to the Open Meeting Laws. To eliminate the need to hire a staff member he suggested allowing only one Councilmember to serve on a committee rather than the two proposed in the Resolution. If the proposed Resolution fails, he will guarantee that there will no longer be more than two Councilmembers serving on a committee and the meetings will be posted. He did state that he does not believe that it would be beneficial to the City to open meetings on negotiation contracts.

Vice Mayor Hall stated that conversation was made on how to solicit more community input prior to the Attorney General's workshop. Elected officials always need to be held accountable; however, in this situation the Council is going to the extreme. There are better ways to improve upon public input and noticing the public of the meetings. The Open Meeting Laws have been followed with good faith and Council will continue to follow with good faith. He stated he is not in support of the resolution.

Councilperson Hawkins stated she echoed the Mayor's and Vice Mayor Hall's comments. The City of Twin Falls does an excellent job notifying and posting meetings. She stated her concern that citizens who wish to volunteer their time to serve on a commission or committee may not do so because the process is open to the public. She does not agree that having two Councilmembers serving on a commission or committee changes the way Councilmembers deliberate. The public has placed trust in Councilmembers to take care of the daily business. Councilmembers are always available to the public.

Councilperson Barigar stated that he is in support of transparency and openness in government and as Councilperson Mills Sojka stated the Council is not breaking the law. He stated his concern on how the issue has come up and it feels like the Council is being accused of breaking the law, not only from peers but from some of the perceptions that have been portrayed in the community. The Council works hard to do the work that they have been elected to do. He will not support the resolution because it appears to be a restatement of the state code that already exists and he believes the resolution does not have any substance. He stated he is open to modifying the way work groups are conducted. He is not in favor of hiring staff to push paper because it does not serve the public's need. The ZOAC may a good example that may need to be opened up to the public. He does not support doing community recommendation work groups in a public forum.

Councilperson Mills Sojka spoke on the implementation and impact of the resolution and discussed the intent of the resolution. She believes the workload would be minimal for staff.

City Manager Rothweiler stated that if the resolution should pass staff will implement the resolution. If it is simple as putting meeting notices on the website this would not be hard to accomplish. If staff are required to take meeting minutes and prepare agenda statements this would require additional resources besides placing them on the website. Should the resolution pass, staff would like clear direction on what implementation and process looks like so staff can carry the policy out. The resolution requires more than posting on the existing calendar.

Councilperson Mills Sojka clarified her intent on written minutes and posting of meetings.

Discussion followed.

-Placing meetings on Website

Councilperson Talkington recommended setting a maximum of two Councilmembers to serve on a committee or commission and for this to be effective in January.

City Attorney Wonderlich explained the reasons for Executive Sessions and stated that the Council can do more than what the law requires.

Councilperson Barigar asked Councilperson Mills Sojka of the list of work groups that was compiled for the Times News which should be open.

Councilperson Mills Sojka believes that all work groups should be open.

**ROLL CALL VOTE ON THE MAIN MOTION:**

Roll call vote showed Councilpersons Mills Sojka and Talkington voted in favor of the motion. Councilperson Barigar, Hawkins, Hall, Lanting voted against the motion. Failed 2 to 4.

Mayor Lanting stated that though he agrees with City Attorney Wonderlich that Council is not breaking any laws, there may be committees that would be appropriate to open to the public and to notice them whether or not detailed minutes are kept. He explained the process of appointing members to committees. He stated that he would like to see the ZOAC and Sign committees opened. Of the committees he has formed where there are two more Councilmembers with the exception of contract negotiations, economic development, appointments to commissions and committees, he would recommend minutes be taken but not transcribed unless otherwise requested, recorded, media notification, placed on the City calendar. He stated that conversation should be made on whether or not to open committees.

Council discussion followed.

-No more than two Councilpersons on any given committee

-Discuss opening ZOAC

City Manager Rothweiler referred to Councilperson Mills Sojka stating that he has the ability to create committees to help assist in the execution of his duties; therefore, he will ask the Mayor to appoint the number of members to a committee to comply with the spirit of what is being discussed. Staff wants to ensure we follow the same values that are set by the entirety of the Council.

Mayor Lanting volunteered to not attend the ZOAC meetings.

4. Public input and/or items from the City Manager and City Council.

Max Newlin, resident of Twin Falls, commented that he is now utilizing the City's website.

Sarah Taylor asked why the URA Downtown Infrastructure meeting was not on the committee list. She stated that three Councilmembers serve on the committee.

Mayor Lanting stated that the URA is not a committee of the City Council.

City Manager Rothweiler stated that the City has a relationship with Urban Renewal Agency by contract. The Urban Renewal Agency by Idaho Code is a separate and distinct entity. The Urban Renewal Agency has a whole series of different operating guidelines and procedures. The only connection it has with the City, other than our contract for services that we provide, is that the seven members of the City Council vote on membership of Urban Renewal. The Urban Renewal Agency serves as an independent entity. Because Sarah Taylor is a URA member, she may want to drive a conversation with the Urban Renewal regarding tonight's discussion.

Mayor Lanting stated that three City Council members were added to the URA Downtown Infrastructure meeting at the discretion of the URA Board.

City Manager Rothweiler stated that he understands that Council is directing staff to limit no more than two members of the Council or a commission to serve on a committee or sub-committee.

Vice Mayor Hall and Councilperson Talkington clarified this would only apply to elected officials.

Councilperson Mills Sojka felt that this should extend to committees and commissions as well.

City Manager Rothweiler stated that staff will place meetings on the City calendar and website, and public service announcements will be made to reach out to the public. Meetings will be recorded either in the Council Chambers or by miniature tape recordings.

**III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:**

City Manager Rothweiler stated that on November 21, 2013, at 4:00 p.m., at O'Leary Middle School, the City Council will hold a Public Forum meeting to hear presentations from interested parties that would like to utilize city owned property as a jump site for the Evel Knievel commemoration. The public will have the opportunity to provide comment and share thoughts and opinions of the process.

Mayor Lanting stated that November 13, 2013, a Special Meeting will be held at 1:00 p.m. to conduct an Executive Session.

**VI. PUBLIC HEARINGS: None**

**V. ADJOURNMENT: The meeting adjourned at 7:25 p.m. Leila A. Sanchez - Deputy City Clerk/Recording Secretary**



**Date:** Monday, December 9, 2013  
**To:** Honorable Mayor and City Council  
**From:** Brad Wills & Lee Glaesemann, Staff Engineer

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**Request:**

Consideration of a request to accept a public right of way deed for a portion of Cheney Drive West Extended west of Grandview Drive North.

**Time Estimate:**

Brad Wills and Staff Engineer Lee Glaesemann are available for Council questions as necessary.

**Background:**

This is part of the Cheney Drive West Extended realignment beginning at Grandview Drive North and continuing to the west. Earlier this year, the City of Twin Falls completed the Fieldstone Pumping Station Modification to accommodate a portion of the east end of the new alignment. The next section of alignment is located across the Countryside Village Manufactured Home Park's Storage Yard, which will require this dedicated public right of way. The western section of the Cheney alignment is part of the proposed replatting of a portion of the Fieldstone Subdivision.

**Approval Process:**

State Statute requires that property or right of way cannot be dedicated to the City without the City Council's Acceptance.

**Budget Impact:**

The City obligated \$160,000 the 2012-2013 budget to assist with the construction of this portion of Cheney Drive West. Of that amount, a \$60,000 obligation remains.

**Regulatory Impact:**

N/A

**Conclusion:**

Staff recommends that the Council accept the public right of way deed for Cheney Drive West.

**Attachments:**

1. Public Right-of-way Deed
2. Exhibit EX1 ROW
3. Vicinity Map Showing proposed Cheney Drive Alignment.

**TitleFact, Inc.**  
163 Fourth Avenue North  
P.O. Box 486  
Twin Falls, Idaho 83303

\*\*\*\* SPACE ABOVE FOR RECORDER \*\*\*\*

**PUBLIC RIGHT-OF-WAY DEED**

For valuable consideration **MBJ, LLC, a California limited liability company**, does hereby grant and convey unto the **CITY OF TWIN FALLS, IDAHO, an Idaho municipal corporation**, whose address is: P. O. Box 1907, Twin Falls, Idaho 83303, a permanent and perpetual public right of way, sufficient in width for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

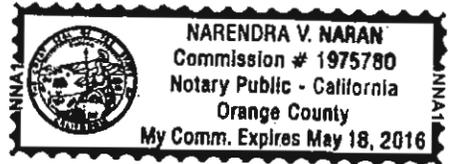
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premise, that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: 11/14/13

**MBJ, LLC**  
By: Mike R. Johnson  
**MIKE R. JOHNSON, Manager**  
By: Barbara Johnson  
**BARBARA JOHNSON, Member**

\* \* \* \* \*



STATE OF CALIFORNIA  
County of ORANGE

On this 14TH day of NOVEMBER, 2013, before me, a Notary Public in and for said State, personally appeared **MIKE R. JOHNSON**, known or identified to me to be Manager, and **BARBARA JOHNSON**, known or identified to me to be Member, of the limited liability company of **MBJ, LLC, a California limited liability company**, and the Manager and Member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that they executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

N. Naran **NARENDRA V. NARAN** **COMMISSION EXPIRES: 05/18/2016**  
Notary Public for State of CALIFORNIA  
Residing in ANAHEIM, CA 92808

## EXHIBIT "A"

### PARCEL NO. 1

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 6: A parcel of land located in a portion of the SE¼NE¼ being more particularly described as follows:

COMMENCING at the East quarter corner of Section 6; said point lies South 00°11'02" West 2480.95 feet from the Northeast corner of Section 6;

THENCE North 00°11'02" East 1178.30 feet along the East boundary of Section 6;

THENCE North 88°00'38" West 15.01 feet to the REAL POINT OF BEGINNING;

THENCE North 88°00'38" West 2.23 feet;

THENCE South 80°59'24" West 41.92 feet;

THENCE North 45°06'53" East 61.74 feet;

THENCE South 00°11'02" West 37.08 feet to the REAL POINT OF BEGINNING.

### PARCEL NO. 2

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 6: A parcel of land located in a portion of the SE¼NE¼ being more particularly described as follows:

COMMENCING at the East quarter corner of Section 6; said point lies South 00°11'02" West 2480.95 feet from the Northeast corner of Section 6;

THENCE North 00°11'02" East 1178.30 feet along the East boundary of Section 6;

THENCE North 88°00'38" West 17.24 feet;

THENCE South 80°59'24" West 93.37 feet;

THENCE South 73°29'44" West 11.57 feet to the REAL POINT OF BEGINNING;

THENCE South 73°29'44" West 13.66 feet;

THENCE South 56°41'27" West 23.25 feet;

THENCE South 40°25'36" West 46.36 feet;

THENCE 146.06 feet along a curve to the right having a radius of 426.00 feet, a chord bearing of North 74°33'47" West, and a chord distance of 145.34 feet;

THENCE North 64°44'26" West 25.02 feet;

THENCE North 23°32'34" East 14.86 feet;

THENCE North 20°15'57" East 21.03 feet;

THENCE North 04°01'15" East 17.38 feet;

THENCE South 64°44'26" East 33.59 feet;

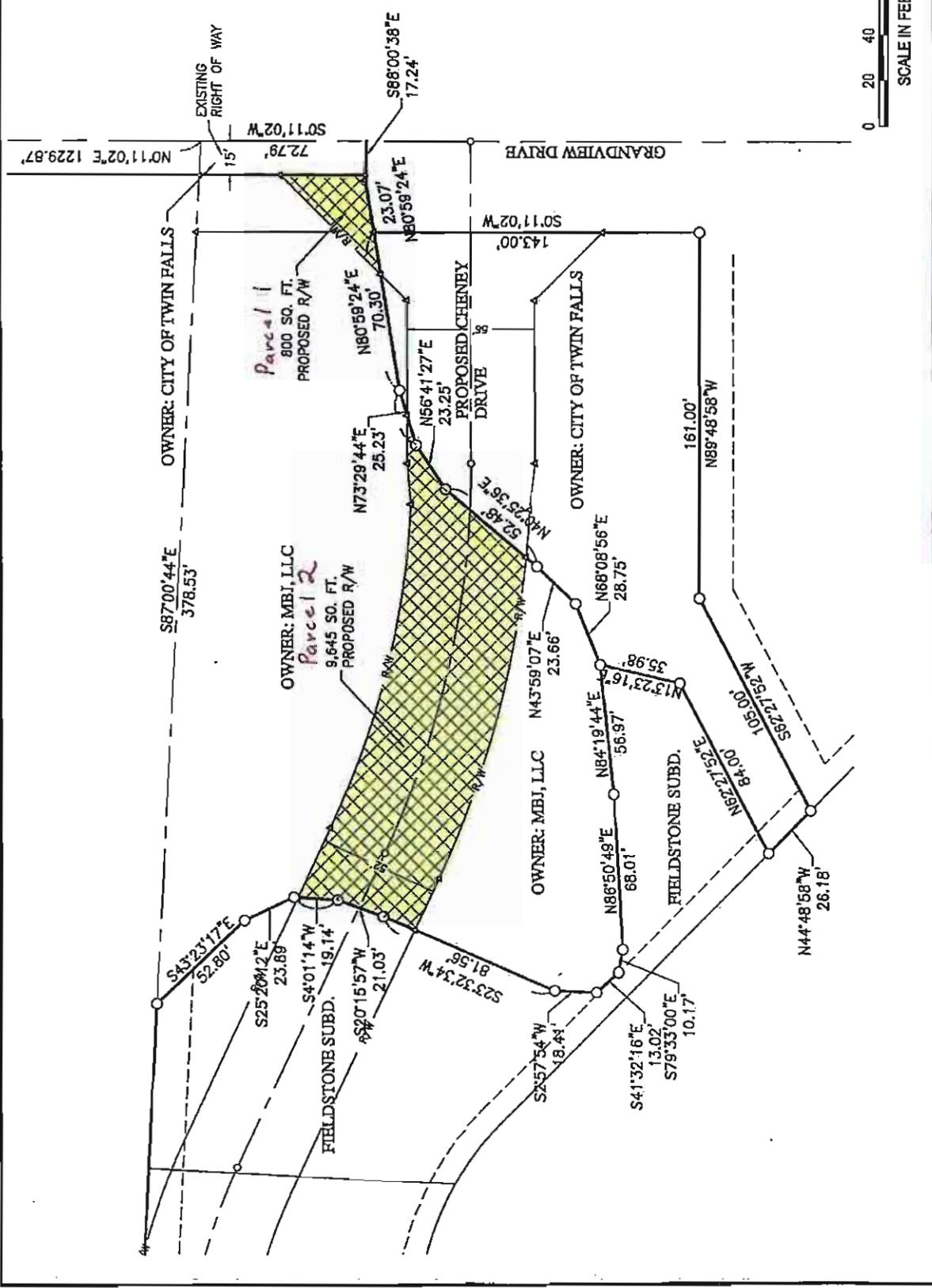
THENCE 146.65 feet along a curve to the left having a radius of 374.00 feet, a chord bearing of South 75°58'26" East, and a chord distance of 145.71 feet;

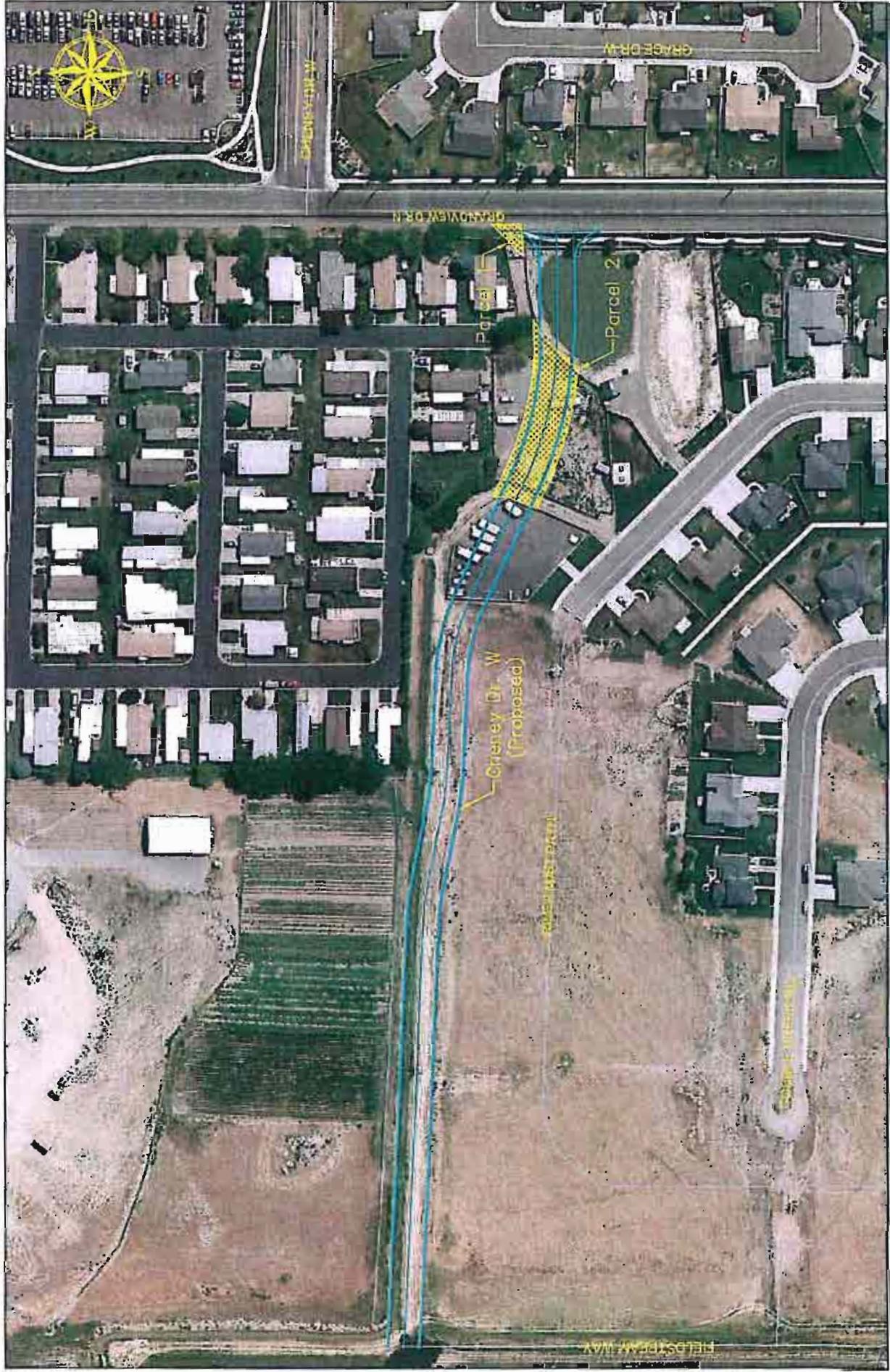
THENCE North 85°02'23" East 17.99 feet;

THENCE South 89°57'16" East 21.21 feet to the REAL POINT OF BEGINNING.

JOB NUMBER	274-11
APPROVED	AS
DESIGN	AS
DATE	JAN 2013
SCALE	AS SHOWN
DRAWN	CHERT
CHECKED	
DATE	
PLANT No.	

EX1





Vicinity – Cheney Dr. W. & Grandview Dr. N.



**Monday, December 9, 2013 City Council Meeting**

**To: Honorable Mayor and City Council**

**From: Pat Lehmann, Budget Coordinator**

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**Request:**

Presentations from Municipal Powers Outsource Grants (MPOG) Recipients on use of funds received last fiscal year.

**Time Estimate:**

Each of the recipients has been given up to 5 minutes for their report, plus any additional time needed to address questions presented by Council members. There are 10 recipients, 5 of whom will be presenting tonight and the remaining 5 next week. I would anticipate approximately 30-35 minutes for the presentations plus questions/answers.

**Background:**

At the June 3, 2013 Council Meeting, the Municipal Powers Outsource Grants for FYE 2013 were awarded. The Council requested that a report on how the funds were used by the recipients and what goals they were able to accomplish, be presented to the Council by the first part of December.

**Budget Impact:**

None.

**Regulatory Impact:**

There is no regulatory impact

**Conclusion:**

**Attachments:**

1. Order of presentations and amounts awarded
2. Copies of Reports from MPOG Recipients
3. Report of City of Twin Falls expenditures on Twin Falls Senior Center electrical modifications (follows Twin Falls Senior Center's Report)

**TWIN FALLS CITY COUNCIL MEETING**

**Monday – December 9, 2013**

**Municipal Powers Outsource Grants**

**Report Presentation Schedule**

1. Crisis Center of Magic Valley	\$15,000
2. Twin Falls Senior Center	\$ 3,000
3. CASA – Court Appointed Special Advocates	\$ 6,000
4. Twin Falls Municipal Band	\$21,200
5. Boys & Girls Clubs of Magic Valley	\$11,150

December 3, 2013

Mayor Lanting and City Council Members:

Thank you for supporting the Crisis Center of Magic Valley again this year. With your generous grant of \$15,000, the Crisis Center has been able to continue providing comprehensive services and support to victims of abuse.

In our fiscal year which is from July 2012 to June 2013, we provided services to 1,899 individuals. Our service area consists of six counties of Magic Valley. 57% of this total (1082) identifies themselves as living within the Twin Falls City limits.

Rape	62
Assault	11
Domestic Violence	1723
Child Victims of Sexual Abuse	30
Child Victims of Physical Abuse	19
Adult Victims Molested as Children	8
Victims of Stalking	35
Victim of Robbery	2
Harassment/Indecent Exposure	5
Survivors of Homicide	4

All services continue to be free of charge.

Breakdown of \$15,000 received from Twin Falls City are as follows:

Shelter Upkeep:	
Utilities (includes telephone)	\$3,510.73
Shelter Repair/Maintenance	649.69
Medical support	714.12
Client Care supplies	1,415.85
Childcare	1,014.00
Individual Counseling	1,675.00
Motel	1,029.18
Food (Shelter and Food Boxes)	3,672.12
Transportation	1,021.18
Bus tickets	<u>298.13</u>
Total	\$15,000.00

As reported to you in our presentation requesting funding, the Crisis Center is working very closely with the Twin Falls City Police Department. The Crisis Center stats reflect that there is an average of 26 referrals from Twin Falls City Police monthly.

Staff of the Crisis Center also receives names and phone numbers of individuals who have made police reports that include issues of abuse. The police reports include domestic violence, phone harassment, CPOR violations, strangulation, aggravated assault, rape, stalking, and NCO violations. From January 1, 2013 to November 25, 2013, Crisis Center staff followed-up on 245 reports. Of those 245, 42% requested and received services. Most reports are misdemeanors and it our hope that with early intervention, the violence will not escalate to a felony status.

The Crisis Center staff also provides the Twin Falls City Police Department with support when there are homeless individuals that need shelter in a motel or a person needs to have a bus ticket to relocate to their support system. On several occasions, the Crisis Center staff helped law enforcement do death notifications. Crisis Center staff stay with the family until their support system can be located. Staff has also helped the Twin Falls Police Department, in conjunction with Idaho Fish and Game to provide support and immediate professional counseling to a person who was suicidal.

Again, I can't express the importance of the \$15,000 that we received. The Crisis Center receives funding from Federal, State, and local grants. Our funding has not increased to meet the additional victims that we serve. We work in collaboration and cooperation with other service providers in our community to ensure that we do not duplicate services.

Included with this report is a copy of the breakdown of services that the Crisis Center provided from July 1, 2012 to June 30, 2013.

Sincerely,

Deborah Gabardi  
Crisis Center of Magic Valley

	1st quarter	2nd quarter	3rd quarter	4th quarter	1st quarter		2nd quarter	3rd quarter	4th quarter		
Totals	Jul-Aug-Sep 2012	Oct-Nov-Dec 2012	Jan Feb Mar 2013	Apr-May-Jun 2013		totals	July-August-Sept 2012	Oct-Nov-Dec 2012	Jan Feb Mar 2013	Apr-May-Jun 2013	
Rape	59	17	15	14	13	By Phone Info/Referral	4300	963	997	1176	1164
Assault	11	5	4	1	1	In Person Info/Referral	1704	429	381	382	512
Domestic Violence	1723	494	382	427	420	DV Crisis Calls	231	46	39	55	91
Child Victims of Sexual Abuse	30	7	9	10	4	Crisis Intervention	1622	419	381	333	489
Child Victims of Physical Abuse	19	6	2	8	3	Follow-Up Counsel/Contact	3470	974	858	1006	632
Adult Victims of Sexual Assault	3	1	0	1	1	Individual Counseling	68	19	17	16	16
Adult Victims Molested as Children	8	6	0	1	1	Group Counseling	220	40	71	27	82
Victims of Stalking	35	12	12	4	7	Life Skills	33	0	0	17	16
Victims of Robbery	2	0	1	0	1	Personal Advocacy	4615	1395	1168	1169	883
Victims of Elder Abuse	0	0	0	0	0	Shelter	113	29	22	31	31
Other Victimization:	0	0	0	0	0	Bednights	2969	439	610	1105	815
Kidnapping/trafficking	0	0	0	0	0	Emergency Financial Aid:	2225	412	572	675	566
harrasment, indecent	5	4	0	0	1	Food Boxes	696	225	171	151	149
custody	0	0	0	0	0	Personal Care Supplies Boxes	166	34	33	63	36
exposure, obscene	0	0	0	0	0	Janitorial Boxes	56	11	8	13	24
phone calls	0	0	0	0	0	Taxi rides	27	1	14	7	5
survivor of homicide	4	0	4	0	0	Client Fuel	46	13	11	16	6
suicide/sexting	0	0	0	0	0	Prescriptions	30	6	12	10	2
Robbery	0	0	0	0	0	Bus Tickets	6	5	1	0	0
Total served	1899	552	429	466	452	School Fees/ Supplies	20	19	1	0	0
Meals Served	21565	10424	11141	12017	8328	Medical Visit	20	2	7	5	6
						Childcare	104	22	20	16	46
						Misc.	1	0	1	0	0
						Rape victim Kits	32	9	4	10	9
						phone cards	7	1	3	3	0
						changed locks	1	1	0	0	0
						McDonald Coupons	0	0	0	0	0
						christmas /birthday gifts	32	0	17	15	0
						postage	25	13	4	5	3
						personal supplies	946	45	265	359	277
						Hotel/Motel	10	5	0	2	3
						Emergency Legal Advocacy	351	61	40	137	113
						Criminal Justice Support	663	268	124	114	157
						Assistance Filing Compensation	498	159	78	143	118
						Other Services:	5741	1599	1321	1676	1145
						Van Transportation	1376	402	404	318	252
						Translation	393	35	100	246	12
						Safety Planning	157	32	22	37	66
						Assessments	1910	533	430	504	443
						Case Management	1383	433	245	391	314
						DI Vouchers	33	5	5	17	6
						Household items	105	6	9	74	16
						FUM	3	1	0	1	1
						Haircuts	3	1	2	0	0
						ER visit	24	12	5	6	1
						Job Application support	23	0	11	5	7
						Car Seats	2	0	0	2	0
						911 cellphones	3	2	0	1	0
						Faxes/letters/copies	326	137	88	74	27
						Total Services	28823	7252	6679	8062	6830

# TWIN FALLS SENIOR CENTER

December 3, 2013

City of Twin Falls  
PO Box 1907  
Twin Falls, Idaho 83303

RE: 2013 Municipal Powers Outsource Grant

Dear Mayor and City Council members,

I would like to thank you for the support you have given the Twin Falls Senior Center in the past two years. Without your support and funds from the Municipal Power Outsource Grants the Center would not been able to fund the much needed improvements.

In the month of October the Center provided 4, 195 meals to individuals at the Center and home bound seniors. This was a record number for the past two years. This trend is increasing as our daily meal counts continue to rise with the increasing number of individuals needing meals.

We were able to accomplish the following with the funds awarded to us. We now have 7 computer stations for use by seniors. Computer classes can now take place without worry or inadequate electrical service and internet. All necessary electrical and data upgrades were done to the Center and now each room can function independently without loss of power or internet connection. All trip and potential fire hazards have been eliminated and we can now provide a more efficient and safe environment.

All upgrades to the building have been documented and costs will be used as match for the Idaho Department of Commerce block grant application which is due on March 1, 2014.

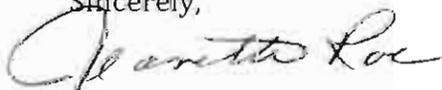
#### Center Expenditures for Project Improvements

Improvements to Walk in freezer and refrigerator	\$ 495.00
Improvements to Telephone and Data Upgrades	\$ 793.98
Improvements to Computer and Quilt Rooms	\$ 3,372.92
Improvements to Veteran's Display	\$ 450.00
Improvements to Front Lobby- Door Removal	\$ 200.00
Total Center Fund Expenditures	\$ 5,311.90*

\*Note - This does not include funds from other sources including the Idaho Food Bank, Barrett Humble-Boy Scout Eagle Project, donated labor, materials, and other contributions from the City of Twin Fall's staff.

Thank you for helping the Center with these improvements. All members of the Center greatly appreciate the new room usages and the upgrades to the kitchen equipment.

Sincerely,



Jeanette M. Roe, Site/Financial Director



Computer Room with removal of wall partition – Before texture, new paint & electrical and data ports.



Computer Room – prior to work stations



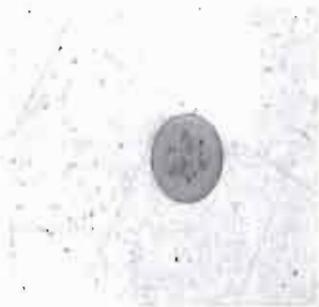
Computer Room with new data connections,  
Electrical outlets and 7 new computer  
work stations



Phone and Data Cable Upgrades



Installation of new electrical pole with 110 and 220 plugs for use for breakfasts and other events



Replacement for all electrical floor plugs



New 220 Plug for New Steam Kettle

## Other Improvements



New Veteran's Display



New Brochure and Bulletin Board



New Paint & Outlets for the Quilt Room



## RECAP OF ELECTRICAL WORK PROVIDED BY THE CITY OF TWIN FALLS FOR THE TWIN FALLS SENIOR CENTER

The following report from our Information Systems Department outlines the work performed by city personnel at the Twin Falls Senior Center as part of the projects outlined in their MPOG request.

There was a total of \$2,372.66 in materials used as outlined in the report. In addition, there was work performed by Balanced Rock Electric due to time constraints in the amount of \$1,124.63 bringing the total invoices paid by the City of Twin Falls to \$3,497.31. No labor by City of Twin Falls personnel is included in this amount.

# Twin Falls Senior Center Electrical Projects

## Part #1

This project consisted of installing conduit and wiring for six electrical outlets, and installation of conduit for ten network connection in the computer lab, server cabinet and materials for connecting these connections to the internet.

Total man hours 18

Approximate total material cost \$1117.20

## Part #2

This included installing a power pole, conduit and dedicated wiring for a serving bar in the cafeteria portion of the facility.

Total man hours 12

Approximate total material cost \$536.64

## Part #3

This included installing dedicated conduit and wiring for a new steam pot in the kitchen near the serving counter.

Total man hours 12

Approximate total material cost \$478.27

## Part #4

Trouble shoot and fix electric oven cord.

Total man hours 2

Approximate total material cost \$47.57

## Part #5

Replace cover plates for floor outlets

Total man hours 2

Approximate total material cost \$193.00

All parts of this project consisted of cutting into the existing walls running conduit, crawling through the attic running all cables and conduit to a central location in the electric/mechanical room. The city communication personnel coordinated with getting telephone and network connection with the Senior Centers service providers.

**Board of Directors**

Randy Hansen  
President

William Kezele  
Vice President

Jennifer Meeks  
Secretary

Catherine Floyd  
Treasurer

Todd Ames  
Lyman Drake  
Lee Heider  
Jim Lynch  
Donna Stalley  
Jane Thompson



**716 Bridge Street, Twin Falls, Idaho 83301**  
**(208) 735-1177 fax (208) 324-2016**  
**www.5thcasaidaho.org**

Dec. 3, 2013

City of Twin Falls  
P. O. Box 1907  
Twin Falls, Idaho 83303

**Municipal Powers Outsource Grant  
Midyear Report 2013**

The Fifth Judicial District CASA Program requested grant funds to recruit, train and support new volunteers to advocate for neglected and abused children in the city of Twin Falls who are involved in child protection cases.

Since July 1, 2013, our CASA Program advocated for 188 Twin Falls children. We have trained 8 new volunteers for cases within the city. With the help of your grant funds, these new volunteers have:

- Accepted 6 new child protection cases
- Represented 14 more children
- Driven 840 miles to investigate these cases
- Spent 36 hours in court
- Visited with the children for 84 hours
- Written reports for 12 hours
- Completed 240 hours of training



Catherine Floyd  
Treasurer  
Fifth Judicial District CASA Program, Inc.

cc: Tahna Barton, Executive Director

**Fifth Judicial District CASA Program  
MPOG 2013 Budget Activity to 11/30/13**

<b>Budget Item</b>	<b>Budget Amount</b>	<b>Expenses to Date</b>	<b>Remaining Balance</b>
<b>Personnel</b>			
Recruiter	\$ 900.00	\$ 624.00	\$ 276.00
Trainer	\$ 1,920.00	\$ 1,080.00	\$ 840.00
Taxes	\$ 244.00	\$ 147.39	\$ 96.61
<b>Supplies</b>			
Recruitment Folders	\$ 180.00	\$ 180.00	\$ -
NCASA Recruitment Brochures	\$ 186.00		\$ 186.00
Postage	\$ 74.00	\$ 46.00	\$ 28.00
15 Volunteer Manuals	\$ 150.00	\$ 150.00	\$ -
<b>Background Checks</b>			
Idaho Supreme Court, 15 @ \$40	\$ 600.00	\$ 307.50	\$ 292.50
<b>Volunteer Mileage</b>			
Reimbursed at .485 per mile	\$ 1,746.00	\$ 318.95	\$ 1,427.05
<b>Total Amounts</b>	<b>\$ 6,000.00</b>	<b>\$ 2,853.84</b>	<b>\$ 3,146.16</b>

# The Twin Falls Municipal Band

## 2013

The Twin Falls Municipal Bands' goal of providing 10 concerts in the city park for the summer 2013 was accomplished. Please see the recap below.

The Band consisted of:	58 Playing musicians																		
	<table border="0" style="width: 100%;"> <tr> <td>6 Flutes</td> <td>1 Oboe</td> </tr> <tr> <td>9 Clarinets</td> <td>2 Bass Clarinets</td> </tr> <tr> <td>3 Tenor Saxophones</td> <td>1 Baritone Saxophone</td> </tr> <tr> <td>4 Alto Saxophones</td> <td>2 Bassoons</td> </tr> <tr> <td>4 French Horns</td> <td>11 Trumpets</td> </tr> <tr> <td>6 Trombones</td> <td>2 Baritones</td> </tr> <tr> <td>7 Percussionists</td> <td>1 Sound Technician</td> </tr> <tr> <td>1 Full time Emcee</td> <td>2 Part time Emcee's</td> </tr> <tr> <td colspan="2">1 conductor/musical director</td> </tr> </table>	6 Flutes	1 Oboe	9 Clarinets	2 Bass Clarinets	3 Tenor Saxophones	1 Baritone Saxophone	4 Alto Saxophones	2 Bassoons	4 French Horns	11 Trumpets	6 Trombones	2 Baritones	7 Percussionists	1 Sound Technician	1 Full time Emcee	2 Part time Emcee's	1 conductor/musical director	
6 Flutes	1 Oboe																		
9 Clarinets	2 Bass Clarinets																		
3 Tenor Saxophones	1 Baritone Saxophone																		
4 Alto Saxophones	2 Bassoons																		
4 French Horns	11 Trumpets																		
6 Trombones	2 Baritones																		
7 Percussionists	1 Sound Technician																		
1 Full time Emcee	2 Part time Emcee's																		
1 conductor/musical director																			
Rehearsals:	12 Tuesday evening rehearsals																		
Concerts:	10 Regular Thursday/July 4 <sup>th</sup> concerts (included was the combined concert June 27, with the 25 <sup>th</sup> Army Band) 1 Additional performance at the MVAC																		
Payment scale:	\$15.00 for rehearsals \$15.00 for concerts \$5.00 guest conductor allowance \$5.00 special soloist performance \$30.00 perfect attendance allowance \$10.00 MVAC concert																		
Payments made:																			
Rehearsal/Concert payments per by-laws	\$15915.00																		
Perfect Attendance Bonus	\$765.00																		
Guest conductor pay	\$300.00																		
Special Soloist	\$ 20.00																		
MVAC pay	\$520.00																		
Musical Director, Secretary/Treasurer, Librarian, Business Manager, Equipment Storage & Maintenance, & Script Writing	\$ 2876.00																		
<b>Total</b>	<b><u>\$20396.00</u></b>																		
<b>Funds received from City of Twin Falls:</b>	<b>\$21200.00</b>																		
Donation from Rotary for Music:	\$ 500.00																		
Donation from Ataraxis:	<u>\$ 153.75</u>																		
<b>Total funds from all sources:</b>	<b><u>\$21853.75</u></b>																		
Total payments:	\$20396.00																		
Operating expenses and memberships:	<u>\$ 1195.56</u>																		
<b>Remaining balance:</b>	<b>\$ 262.19</b>																		



## 2013 Municipal Powers Outsource Grant Report

December 3, 2013

Mayor Lanting and City Council Members,

First off we would like to thank you for awarding the Boys & Girls Clubs of Magic Valley through the MPOG in the amount of \$11,500. We consider it a great privilege to partner with the City of Twin Falls that believes in our mission and knows the need the community has for our youth to have a Club. Through the funding we received we were able to provide a music program, fitness program, and art program during our first and second quarters of our afterschool program. Along with these programs we were able to have quality coordinators run the programs and fund a small portion of our operating costs for our building.

From our original grant application we were fortunate enough to be funded half of what we requested. The following is a breakdown of where the funds were expended:

### Recreational Programs:

*(Each category includes, but is not limited to: materials/supplies, field trips, transportation, percentage of utility and liability insurance.)*

Fitness Academy Program	\$1,375
Music Program	\$2,000
Art Program	\$1,375
Coordinators (3 coord.)	\$6,471

### Facility Safety Issues:

Staff Communication Systems (Radio's & Headsets)	\$ 279
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The following are some of the goals we were able to accomplish through this funding. In our fitness program we had 117 kids participate. Through this program kids were taught a variety of different sports ranging from hockey to basketball, along with partnering with others in the community such as Gold's Gym to teach the kids about fitness.

# GREAT FUTURES START **HERE.**



During our music program another 75 kids participated during both quarters to learn different music and dancing techniques, along with techniques on how to perform. They were able to perform their routine at the Magic Valley Mall this last month. Our art program had 54 kids sign up to participate in a wide range of art projects and attend community art venues. At the end of the 2<sup>nd</sup> quarter the kids will be having an art show showcasing all the projects from both quarters. With this funding we were also able to buy radios and headsets for our staff to use to better communicate with each other in their program areas to the front desk when parents arrived to pick up their kids and keep things moving more smoothly.

All of our club kids come from different life challenges and circumstances. These programs have given them the opportunity to be engaged in recreational activities that are provided in a safe environment, while being mentored by a caring adult. Our hope through these programs is to teach and give them the tools they need to become productive, caring, and responsible citizens in our community.

**GREAT FUTURES START HERE.**

Boys & Girls Clubs of Magic Valley \* 999 Frontier Road \* Twin Falls, ID 83301 \* 208-736-7011 \* Fax 208-736-9068



Date: Monday, December 9, 2013  
To: Honorable Mayor and City Council  
From: Travis Rothweiler, City Manager

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#### Request:

Consideration of the creation and the establishment of various committees of the City Council of the City of Twin Falls to ensure the City operate in compliance with Resolution 1912.

#### Time Estimate:

The presentation will take approximately 15 minutes in addition to time needed for answering questions.

#### Background:

On December 2, 2013, the City Council of the City of Twin Falls adopted Resolution 1912. The purpose of the Resolution is to "...declare a policy of transparency and openness in City Government in order to promote accountability, to enhance dissemination of public information, and to encourage citizen participation in city government."

Section 3 of Resolution 1912 states:

Section 3: The Idaho Open Meeting Law applies only to meetings of the governing board of a public agency or sub-agency which is created by statute, ordinance, or other legislative act, with the authority to make decisions for or recommendations to a public agency regarding any matter. The Idaho Attorney General, in the Idaho Open Meeting Law Manual, states that "the Open Meeting Law does not apply to voluntary, internal staff meetings *if the group is not created by or pursuant to statute, ordinance or other legislative act*, even though the discussions may lead to recommendations to the governing body." A subcommittee is a creation of, and is responsible to, the agency that created it.

In order to provide more transparency in City government, neither the Twin Falls City Council nor any of its commissions will permit the formation of ad hoc volunteer groups intended to report back to the City Council or commission, unless that group is formed as a committee or commission, created by a vote of the City Council or commission. No more than two elected City Council persons may serve on any committee, including ad hoc groups and subcommittees created by statute, ordinance, or other legislative act. The City Council, and its committees and commissions, shall always comply with all requirements of the Idaho Open Meeting Law.

In order to ensure the City is operating in compliance with Resolution 1912, the City Council will need to review the work groups that have been created and transform them into recognized committees. Those committees are the economic development ready team, waste water treatment plant operator contract extension, ZOAC and Twin Falls URA Downtown and Old Towne improvement committee.

#### Economic Development Ready Team

Purpose: The purpose of the economic development ready team is to encourage and create opportunities for collaboration between the City of Twin Falls and its economic development partners. The ready team compiles information and develops economic development strategies for site visits. It also serves as "the face of the community" when hosting and entertaining economic development opportunities during those visits and interactions. This team helps further the strategic planning objectives contained in "Prosperous Community" section of the City's strategic plan.

Membership: By design, membership on the committee is determined by roles and positions, not individuals. Those on the committee are: the Mayor, Vice Mayor, URA Chairperson, URA Vice Chair, Chamber of Commerce President/CEO, SIEDO Executive Director, Business Plus representative, and City staff. The Council might consider adding two citizen representatives to this group.

The second part of the economic development ready team is composed of additional economic development partners. The committee is composed of members of our community and they represent the different economic sectors in our community. Members of the internal team are also on the committee. We have both the public and private sectors represented. We typically assemble this team once a quarter.

Current City Council Members: Greg Lanting, Don Hall and Shawn Barigar.

Meetings: The economic development ready team tries to get together twice per month; typically it has been at the first and third Monday of each month at 3:30 p.m. in the Council Overflow.

*Because of the nature and size of the committee, staff asks this committee be given the opportunity to continue to meet in the City Council overflow and St. Luke's hospital. This committee will comply with all of the Idaho Open Meetings requirements. However, "streaming" this committee could be a challenge.*

### Waste Water Treatment Plant Operator Contract Extension Workgroup

Purpose: The purpose of the committee would be to construct a 10-year extension to the current waste water services contract that would be brought to the City Council for consideration and ratification. If a committee was created, it is important to note that some of its work would be conducted in executive session. Idaho Code Section 67-2345 (1)(a) and (b) would permit this committee to enter into executive sessions for the purpose of considering hiring or evaluating an "individual agent". After negotiations had concluded, the committee would discuss and review the proposed contract in a public setting and in compliance with the Idaho Open Meeting Laws and Twin Falls City Council Resolution 1912. This group would make recommendation to the City Council. After, it would be dissolved.

Membership: Primarily composed of City staff, it could include up to two members of the City Council to assist in the negotiations of a new 10-year Agreement. An alternative to the committee would be to have the City's staff negotiate the contract and present it to the City Council for its consideration in a public setting after negotiations have been completed.

Current City Council Members: Greg Lanting, Chris Talkington and Suzanne Hawkins.

Meetings: This work group has met twice. Both meetings were used to create intended outcomes from the negotiations.

### Zoning Ordinance Amendment Committee (ZOAC)

Purpose: The purpose of the Zoning Ordinance Amendment Committee (ZOAC) is to provide input and direction to City staff regarding the creation of amendments to City Code Title 10, the City's zoning ordinance. The City's Comprehensive Plan recommends several zoning ordinance amendments that are necessary to achieve the Plan's desired development outcomes. Also, the City Council and Planning & Zoning Commission from time-to-time will identify zoning ordinance provisions that have become outdated or are otherwise inadequate and in need of amendment. The ZOAC is the first group to provide public input when zoning ordinance amendments are being prepared. The ZOAC helps further the strategic planning objectives contained in "Healthy," "Accessible," "Environmental," and "Prosperous Community" sections of the strategic plan.

In the fall of 2012, the City Council approved a list of several potential zoning ordinance amendments for the ZOAC to begin working on. The ZOAC has completed some of the amendments from the list, has reviewed and determined that a couple of the amendments are not necessary, and are currently working on four more. Other potential amendments could be added to the list, but not by the ZOAC. Amendments can only be added to the list by action of

the Planning & Zoning Commission or City Council, though it may be reasonable for the ZOAC to recommend that the Commission or Council add an amendment to the list.

**Membership:** The ZOAC currently has six committee members. By design, membership on the ZOAC is partly determined by roles and positions, and partly by general City residency. Two members of the ZOAC are current Councilpersons and two are current Planning & Zoning Commissioners. The final two members are at large City residents. Currently, the ZOAC members are Vice-Mayor Don Hall, Councilman Chris Talkington, Commissioner Tom Frank, Commissioner Jason Derricott, Resident Kevin Dane, and Resident Kevin Mahler. The ZOAC is supported by City staff working in the Community Development, and Planning & Zoning Department.

**Meetings:** The ZOAC generally meets twice a month. Those meetings have typically been from 11:30 a.m. to 1:00 p.m. on the first and third Wednesday of the month in the in the Council Overflow room.

*The ZOAC operates much more like a work group or work session than a typical advisory board or commission. They don't listen to and act on formal presentations or requests; rather they face each other, sitting around a table discussing/debating the various options for inclusion into City Code language in a very free flowing and informal manner. Therefore, staff asks this committee be given the opportunity to continue to meet in City Council overflow, like the Planning & Zoning Commission work sessions. The ZOAC meetings will comply with all of the Idaho Open Meetings requirements.*

### **Twin Falls Urban Renewal Agency – Downtown Improvement Committee**

**Purpose:** The purpose of the committee is to review the 2013 Facility Assessment for Downtown and Old Towne and develop a comprehensive strategy to make infrastructure improvements in the URA's revenue allocation area #1. This is workgroup that has been created by the URA. The URA has invited members of the City Council and City staff to participate in the development of the downtown redevelopment strategies as it relates to infrastructure improvements.

**Membership:** Primarily composed of City staff, it could include up to two members of the City Council to assist in reviewing possible improvements with members of the Twin Falls Urban Renewal Agency.

**Current City Council Members:** Don Hall, Chris Talkington and Rebecca Mills-Sojka.

**Meetings:** This work group has met once. Meeting dates and times are determined by the URA.

#### **Approval Process:**

Approval requires a simple majority vote of the City Council members present on the direction to be taken. Based on the actions taken at meeting, the City staff will craft a Resolution formally creating these committees. Staff anticipates the Resolution will be placed before the City Council at the December 16<sup>th</sup> regularly scheduled meeting.

#### **Budget Impact:**

There is no budget impact associated with this request.

#### **Regulatory Impact:**

There are no regulatory impacts associated with this request.

#### **Attachments**

1. Resolution 1912

RESOLUTION NO. 1912

TRANSPARENCY IN CITY GOVERNMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING A POLICY OF TRANSPARENCY AND OPENNESS IN CITY GOVERNMENT IN ORDER TO PROMOTE ACCOUNTABILITY, TO ENHANCE DISSEMINATION OF PUBLIC INFORMATION, AND TO ENCOURAGE CITIZEN PARTICIPATION IN CITY GOVERNMENT.

WHEREAS, The Twin Falls City Council finds that transparency in government promotes accountability and provides information to its citizens regarding the business of the City; and,

WHEREAS, The Twin Falls City Council finds that information regarding the activities of City government must be widely dispersed in order to encourage public engagement and to improve the quality of its decisions; and,

WHEREAS, The Twin Falls City Council finds that collaboration and communication between City government and its citizens is enhanced through the use of well-designed web technologies; and

WHEREAS, The policy consideration underlying the Idaho Open Meeting Law is to ensure transparency of the legislative and administrative process within state and local governments (Idaho Open Meeting Law Manual, p. 3); and,

WHEREAS, The Idaho Code sets forth only minimum requirements for all local governments in order to promote transparency and openness in government, including the Idaho Open Meeting Law, the Idaho Public Records Law, and other statutes; and,

WHEREAS, The City Council acknowledges that, in the past, ad hoc volunteer groups have formed without the authority of statute, ordinance, or other legislative act, and without authorization to make decisions or recommendations. The Idaho Supreme Court in *Safe Air for Everyone v. Idaho Dept. Agriculture*, 145 Idaho 164, 177 P.3d 378 (Idaho 2008), in interpreting the requirements of the Idaho Open Meeting Law, held that, where there is no statute, ordinance or other legislative act creating a subagency and granting the authority to make decisions for or recommendations to a public agency regarding a matter, the Idaho Open Meeting Law requirements are inapplicable. The City Council finds that the existence of these groups may create the feeling by some that they are being excluded from public participation in City government; and,

WHEREAS, The Twin Falls City Council finds that the minimum requirements of the Idaho Open Meeting Law, the Idaho Public Records Law, and other statutes, are inadequate to provide the transparency and openness that it finds should be provided to its citizens in order to permit them to constructively engage with City government; and,

WHEREAS, The Twin Falls City Council intends, with this resolution, to establish a policy of additional government transparency and openness, over and above the minimum requirements of the Idaho Open Meeting Law, the Idaho Public Records Law, and other

applicable statutes, to encourage and enhance information, participation and collaboration between City government and the citizens of the City of Twin Falls.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: The City Council of the City of Twin Falls, and all commissions and committees created by statute, ordinance or other legislative act shall always comply with all requirements of the Idaho Open Meeting Law, the Public Records Law, and all other applicable statutes.

Section 2: The Idaho Open Meeting Law requires only physical posting of the notice and agenda for public meetings in a prominent place at the City's principal place of business. This notice is insufficient to provide full transparency to the citizens of the legislative and administrative processes of the City. The City will include a hyperlinked calendar showing Council and commission meetings as well as community events on the main page of its website ([www.tfid.org](http://www.tfid.org)), in order to provide not only more accessible notice of public meetings, but also hyperlinks to agendas and staff reports, in order to provide a much more useful and meaningful notification to its citizens regarding the City's business.

Section 3: The Idaho Open Meeting Law applies only to meetings of the governing board of a public agency or subagency which is created by statute, ordinance, or other legislative act, with the authority to make decisions for or recommendations to a public agency regarding any matter. The Idaho Attorney General, in the Idaho Open Meeting Law Manual, states that "the Open Meeting Law does not apply to voluntary, internal staff meetings *if the group is not created by or pursuant to statute, ordinance or other legislative act*, even though the discussions may lead to recommendations to the governing body." A subcommittee is a creation of, and is responsible to, the agency that created it.

In order to provide more transparency in City government, neither the Twin Falls City Council nor any of its commissions will permit the formation of ad hoc volunteer groups intended to report back to the City Council or commission, unless that group is formed as a committee or commission, created by a vote of the City Council or commission. No more than two elected City Council persons may serve on any committee, including ad hoc groups and subcommittees created by statute, ordinance, or other legislative act. The City Council, and its committees and commissions, shall always comply with all requirements of the Idaho Open Meeting Law.

Section 4: The Idaho Open Meeting Law requires only the keeping of summary minutes of the City Council and commission meetings. This information is insufficient to provide full transparency and openness to the citizens of the legislative and administrative process of the City. The City will stream and video record all Council and commission meetings (excepting Council executive sessions, Airport Advisory Commission meetings, which meets at the Airport, and the Youth Council), with hyperlinks to agendas and staff reports for the next upcoming meetings, as well as agendas, staff reports and minutes of past meetings, on the City's website ([www.tfid.org](http://www.tfid.org)). This will provide real time as well as recorded access to public meetings by those citizens who are unable to attend in person, or who would prefer to view the meeting at a later time.

Section 5: The Idaho Public Records Law requires only that the City make public records available for inspection and copying at the location of the custodian of those public records. This

access to public records is insufficient to provide full transparency and openness to the citizens of the legislative and administrative process of the City. The City will provide access to the annual budget, monthly financial reports, accounts payable, financial dashboard, the Comprehensive Plan and Future Land Use Map, the Transportation Plan, the Water Plan, the Strategic Plan, the Twin Falls City Code, the Zoning Map, the Subdivision Map, the Pressure Irrigation Map, the Garbage Pickup and Recycling Map, the Flood Plain Map, and such other documents as the Council or City Manager deems important for public dissemination, on the City's website (www.tfid.org).

Section 6: The Idaho statutes have no requirements for contact information for public officials. This access is insufficient to provide full transparency to the citizens of the legislative and administrative process of the City. The City will provide hyperlinked email addresses for all City Council members, the City Manager, and all City departments, as well as mailing addresses, telephone numbers, fax numbers, on the City's website (www.tfid.org).

Section 7: The Idaho Statutes have no requirement for the posting of information on job opportunities, and requires only newspaper publication for public bidding projects. This notification is totally insufficient to provide adequate notice to potential employees and bidders of the job and project opportunities in the City. The City will post current bidding and job opportunities on the City's website (www.tfid.org) so that this information is available to its citizens as well as those potential job applicants and project bidders, wherever they may be.

Section 8: The Idaho Open Meeting Law does not require that citizens have the opportunity to be notified automatically of legislative and administrative matters of the City, on a regular and ongoing basis. The City will provide, on its website at (www.tfid.org), the opportunity for citizens to subscribe to notifications, alerts, job openings, news, and meetings, so that the information is emailed or sent via text message directly to the subscriber on a regular basis.

Section 9: The City Council finds that the Idaho statutes relating to the conduct of the business of local government have fallen far behind the technology currently available to provide greater transparency and openness to the legislative and administrative process of local government. The City will endeavor to work with its legislative representatives, the Association of Idaho Cities, and other interested parties, to update those statutes affecting the conduct of local government, in order to provide greater transparency and openness to all citizens in this state.

PASSED BY THE CITY COUNCIL

12-02 , 2013.

SIGNED BY THE MAYOR

12-04 , 2013.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK



Date: Monday, November 25, 2013  
To: Honorable Mayor and City Council  
From: Travis Rothweiler, City Manager

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#### Request:

Consideration of a request submitted by Mr. Timothy Okal of the REO Development Group, LLC, to have the City Council reconsider its actions of November 25, 2013: to *"begin negotiations with Beckley Media and to complete negotiations with Beckley Media by January 31, 2014 and to be brought to Council for consideration no later than February 3, 2013."*

#### Time Estimate:

The presentation will take approximately 10 minutes in addition to time needed for answering questions.

#### Background:

On December 3, 2013 Mr. Timothy Okal of the REO Development Group, LLC, submitted a letter via e-mail to the members of the City Council and requested:

*A) That REO Development Group, LLC be granted the opportunity to appear before the City Council at its regularly scheduled meeting to formally request the Council to reopen its deliberations concerning a jump over the Snake River Canyon, and*

*(B) That REO Development Group, LLC also be granted the opportunity to appear before the City Council at the same regularly scheduled meeting to formally present its response to the "Memorandum" which Beckley Media, LLC submitted prior to the November 25, 2013 meeting of the Council at which the Council selected Beckley Media as the primary group to begin negotiations to jump the Snake River Canyon.*

At this meeting, the members of the City Council must determine if it will formally hear REO Development Groups, LLC's request. The City will not officially "hear" their request for reconsideration at this meeting. If a majority of the members of the City Council vote to hear the request, the issue will be placed on the December 16th City Council Agenda.

Should the City Council decide to officially hear this issue, staff recommends it be placed on the December 16th meeting agenda. At this meeting, the City Council will hear this issue and members of REO Development Group team will be given time (typically 15 minutes) to address the issue and present information to the City Council to support the request. Opposing sides will also be allotted time to voice their thoughts on the matter at hand. The City Council must decide if going to also allow for public testimony to be heard.

Should a majority of the City Council move to approve the request for reconsideration at the December 16<sup>th</sup> meeting, the issue of determining who will have the opportunity to use the City's property as a jump site will be decided at a future City Council meeting. The City Council will also outline the process it intends to use should the request for reconsideration be granted. The decision to use the scoring matrix provided should be made during the Council's discussion about the process.

#### Approval Process:

Approval requires a simple majority vote of the City Council members present.

**Budget Impact:**

There is no budget impact associated with this request.

**Regulatory Impact:**

There are no regulatory impacts associated with this request.

**Attachments**

1. Letter, Matrix and information submitted by Mr. Timothy Okal of the REO Development Group, LLC.

December 3, 2013

Twin Falls City Council  
321 Second Ave. E.  
Twin Falls, ID 83301

Honorable Members of the City Council:

We are the owners of REO Development Group, LLC and we are very grateful for the consideration the Council gave to our vision and credentials for an event featuring a jump over the Snake River Canyon next year. It was quite an honor to be put next in line for negotiations.

Nonetheless, the reason for our communiqué today is to request that the Council re-open its deliberations on the subject. Council clearly acted within its powers previously, but we worry that it may not have given itself adequate time to consider the enormity and complexity of staging a nationally televised community event, not to mention the revenue and cost implications. A quick review of the attached list of event partner criteria – developed by our team as a presentation aid – might help bring this into better focus.

In addition, on behalf of all the applicants, we would like an opportunity to appear before the Council to respond to the memorandum that Beckley Media sent to the Council prior to the Monday November 25, 2013 meeting at which Beckley was selected. In our view, the memorandum contains errors that ought to be disputed on the record.

Of course, we believe REO has the engineering, communications, promotion, event management, and community affairs qualifications that best meet the Twin Falls mission of safety, security and brand advancement. If granting this request for reconsideration serves to make those professional qualifications more apparent and leads to a different outcome, then so be it.

Respectfully yours,

REO Development Group Ownership

Miles Daisher  
David Rosengard  
Hud Englehart  
Timothy Okal  
Pete Moran  
Luke Aikins

cc: Mr. Travis Rothweiler  
Mr. Mike Williams  
Mr. Fritz Wonderlich

## Snake River Canyon Jump Presentation Competitor Evaluation

Competitor Evaluation: November 2013

Attribute(s)	REO Group	Ping Pong	Adrenaline Nation	Beckley Media	Remarks
Jump Competence: Engineering, technical experts, scheme, logistics					
Landing Zone					
Athlete Competencies <ul style="list-style-type: none"> <li>• Conditioning</li> <li>• Flight/skydive experience</li> <li>• Parachute experience</li> <li>• Stunt experience</li> </ul>					
Athlete and applicant partner are representative of and work toward Twin Falls brand image					
FAA Clearance					

\* See Scale on page 5

**Snake River Jump  
Score Sheet**

Bond/Insurance					
Advance Funds on City Services	REO	Ping Pong	Adrenalin	Beckley	
Stunt Production Experience					
Live TV Experience					
TV Production Partner*					
Sponsor Acquisition Capability, Potential					

**Snake River Jump  
Score Sheet**

Broadcast Rights Negotiation					
Turn Key Community Event Planning/Management and Experience (overall sum of parts below)	<b>REO</b>	<b>Ping Pong</b>	<b>Adrenalin</b>	<b>Beckley</b>	
<ul style="list-style-type: none"> <li>• Professional firm retained</li> <li>• Local, temp staffing</li> <li>• Local vendor/supplier use commitment</li> <li>• Communication plans (Air to Ground, Ground, etc.)</li> <li>• Crowd Control</li> <li>• Traffic Control</li> <li>• ROS Management/Event Timing</li> <li>• Transportation Logistic Knowledge</li> <li>• Trash Plans</li> <li>• Contractor License</li> <li>• Building Temporary Structures</li> <li>• Talent Management</li> <li>• Skydiving/Canopy Knowledge</li> <li>• Sponsorship sales (local)</li> <li>• Funding Raising</li> <li>• Marketing, Promotions</li> <li>• Permit Acquisition</li> <li>• City References</li> <li>• Security Planning</li> </ul>					

**Snake River Jump  
Score Sheet**

<ul style="list-style-type: none"> <li>• Working with Police</li> <li>• Private Security, Police</li> <li>• Street Closures</li> <li>• FAA Knowledge, permitting</li> <li>• Local Knowledge</li> <li>• EMR, recovery</li> <li>• Existing relationship with Twin Falls Vendors</li> <li>• Relationships with other resources for temporary infrastructure</li> <li>• Set-up/cleanup/tear down</li> <li>• References</li> <li>• Communication – Media, internet, digital, social</li> <li>• Volunteers</li> </ul>					
Public Relations/Marketing <ul style="list-style-type: none"> <li>• Press relations</li> <li>• Messaging, image, brand management</li> </ul>	<b>REO</b>	<b>Ping Pong</b>	<b>Adrenaline</b>	<b>Beckley</b>	
Crisis, contingency planning					
Community Sensitivity, Involvement					



December 6, 2013

To The Honorable Members of the City Council:

Attached is the Request For Reconsideration we respectfully submit for review by Council. There are two reasons we are asking you to reconsider your decision to negotiate exclusively with Beckley Media for a permit to use City land for a jump over the Snake River Canyon.

First, we think the provisions of an Idaho Department of Lands (IDOL) lease have been widely misconstrued. As a result, Beckley Media's threat of litigation may have been accorded significance far beyond the legal merits. Here's why:

The lease requires approval from Twin Falls for its continuance and categorically provides that the auction winner's bid, once deposited, is non-refundable. Every applicant, including Beckley, agreed to the terms of the lease prior to the IDOL's well-publicized auction.

Each and every applicant knew that the IDOL land lease was NOT a guarantee of Twin Falls approval. In fact, the applicants understood that the two outcomes were never connected and that the auction was a high stakes gamble. The bidders, including Beckley presumably, anted up with eyes wide open.

Twin Falls did exactly the right thing by seeking qualifications for a jump (and an associated event) because IDOL did no such thing. The State's mission was the money ... and now they have it. Who else then but the City Council to go about the rightful task of selecting a jump partner acceptable, first and foremost, to its own taxpayer constituents? What other way but for Council's diligence to protect and promote the safety, security and brand image of Twin Falls?

Second, we worry that in the few short days between applicant presentations and partner selection, the City may have underestimated the enormity of the procurement represented by its Request for Qualifications (RFQ).

We know from experience that the Snake River jump is likely to be a complex, all-encompassing multi-million dollar community event. An event of this magnitude requires economic, social, media/communication and cross jurisdictional "engineering" far beyond what is contemplated to propel a jumper from one side of the Canyon to the other.

That leads us to believe that the criteria for selecting a partner ought to be as broadly conceived as the impact of the event itself ... and that applicants should satisfy the criteria selection in advance of a selection.

We believe our concerns are shared by many of your constituents. So we hope that you will give us a chance to convince you that reopening your RFQ deliberations is in the best interests of Twin Falls and all its citizens.

Respectfully yours,

REO Development Group, LLC

December 6, 2013

**REQUEST FOR RECONSIDERATION  
ON BEHALF OF REO DEVELOPMENT GROUP, LLC**

To the Honorable Members of the City Council for the City of Twin Falls

On the afternoon of November 25, 2013 Beckley Media, LLC submitted a document to the City Council entitled "**BECKLEY MEDIA, LLC's MEMORANDUM RE: STATE LEASE**". This "Memorandum" was submitted, *ex parte* and without any prior notice to REO Development Group, LLC, for the obvious purpose of influencing a vote by the City Council under threat of litigation.

In this "Memorandum" Beckley Media, LLC argued that the City of Twin Falls now had a "duty" to "grant Mr. Beckley the required permissions to promote this event and perform this jump" because Mr. Beckley claims he paid \$943,000 in October of 2013 to obtain a Lease from the Idaho Department of Lands allegedly in reliance upon a verbal representation made to him by "City Officials" in December of 2012.

REO Development Group, LLC learned about the submission of this Beckley "Memorandum" only after it was reported in the press following the conclusion of the City Council's regular meeting of November 25, 2013 during which the Council voted to enter into exclusive negotiations with Beckley Media for the use of the City's land. As a result, neither REO Development Group nor any of the other Applicants who responded to the Request For Qualifications issued by the City, had any opportunity to challenge the assertions made in this "Memorandum".

It is important that the City Council, the City Staff, and all the residents and taxpayers of the City of Twin Falls fully understand:

- (A) That, in point of fact, and as a matter of law, the City of Twin Falls owes no duty, and never owed any duty, to Beckley Media, LLC to issue any permit to promote its event or use of the City's land to perform a jump over the Snake River Canyon;
- (B) That, in point of fact, the process engaged in by the Idaho Department of Lands which culminated with a Commercial Recreation Lease being awarded to Beckley Media, LLC did not take specific consideration of the public health, the public safety or any other compelling interest of the City of Twin Falls nor any of its residents and taxpayers;
- (C) That, in point of fact, and as a matter of law, the City Council acted properly, lawfully and in accordance with the fiduciary duties its owes to

**the residents and taxpayers of the City of Twin Falls when it initiated the Request For Qualifications on October 8, 2013; and**

- (D) **The investigatory process lawfully initiated by the City Council through the Request For Qualifications on October 8, 2013 should be allowed to continue in a manner that will allow for a full, complete and transparent evaluation of all the Applicants unhampered by any threats from Ed Beckley and Beckley Media, LLC.**

REO Development Group, LLC, therefore, respectfully submits this Request For Reconsideration to the City Council in order to openly and publically address the accusations and the specious legal arguments Beckley Media, LLC has made against the City Council as well as against City Officials and in derogation of the lawful interests of the residents and taxpayers of the City of Twin Falls.

- I. **THE CITY OF TWIN FALLS OWES NO DUTY TO BECKLEY MEDIA, LLC TO ISSUE ANY PERMIT OR AUTHORIZATION TO USE CITY LAND AND THE CITY IS NOT BARRED FROM CONTINUING TO ENFORCE ITS POLICE POWERS OVER CITY LAND AND CONTINUING WITH ITS EFFORTS TO PROTECT THE PUBLIC HEALTH, SAFETY AND OTHER COMPELLING LOCAL INTERESTS OF ITS RESIDENTS AND TAXPAYERS.**

The *ex parte* "Memorandum" submitted by Beckley Media, LLC purports to set forth what it considers "THE FACTS" which, it claims, now impose a duty upon the City of Twin Falls to issue a permit allowing Beckley Media to promote its event and perform a jump over the Snake River Canyon which would include the use of City land as a launch area for the jump. A copy of Beckley's "Memorandum" is attached to this Request For Reconsideration as **EXHIBIT "A"** for the convenience of the Council.

According to Beckley's "Memorandum", a meeting was conducted in December of 2012 during which some unidentified "City Officials" purportedly "pointed to a representative of the State of Idaho Department of Lands (also unidentified) and told Beckley Media that "you first need to speak with him and obtain approval from the State". While this conversation may, or may not have occurred, this conversation in December 2012 did not, and could not, give rise – nearly a year later – to any duty on the part of the City to grant any permit to Beckley Media.

In the first instance, based upon Beckley Media's own quotation of the words it claims were allegedly used by undisclosed "City Officials", no promise was ever made in December 2012 that an "approval from the State" would, in turn, entitle Beckley Media to a permit from the City of Twin Falls to promote its event or a license from the City to use City land to perform the jump. Instead, according to the words quoted in this Beckley "Memorandum", Beckley Media was merely told that it first needed to speak with the Idaho Department of Lands and obtain "approval from the State". There was

no discussion in December 2012, nor could there have been at that early stage of the process, as to what form that “approval from the State” would take including whether that alleged “approval from the State” would even take the form of a “lease” or, if a “lease” were involved, the terms under which such a “lease” would be granted by the State. Moreover, the City of Twin Falls had no control over what form that “approval from the State” would take as that was a matter which fell entirely within the exclusive jurisdiction of the Idaho Department of Lands. Beckley knew that and so did every other Applicant who was told they had to go through a separate approval process with the State of Idaho.

The Beckley “Memorandum”, though silent as to any controlling legal authority to support its position, can be read to suggest that the City of Twin Falls is now barred under a legal principle known as the Doctrine of Promissory Estoppel, from considering the issuance of a permit to REO Development Group or any other Applicant who timely responded to the City’s Request For Qualifications. However, the Supreme Court of Idaho has made it quite clear that estoppel will not generally bar a municipality from exercising its police powers especially in those instances where the municipality is exercising its police power over public land under its exclusive jurisdiction and control. See for example, Christensen v. City of Pocatello, 142 Idaho 132, 139 (2003) and Yellow Cab Taxi Service v. City of Twin Falls, 68 Idaho 145,149 (1948). That, of course, is precisely what the City of Twin Falls is engaged in doing in this case.

Furthermore, even if Beckley were entitled to assert an estoppel argument as a bar to the City’s consideration of any other Applicant – and he is not – Beckley must still show that an actual “promise” was made to him by the City of Twin Falls that once he obtained an “approval from the State” he would be relieved of any obligation to complete a separate qualification process with the City of Twin Falls, or that the City of Twin Falls knowingly made a false representation or concealed a material fact from him about the qualification process in December 2012. See for example, Mitchell v. Bingham Memorial Hospital, 130 Idaho 420, 425 (1997) and Christensen v. City of Pocatello, 142 Idaho 132, 139 (2005).<sup>1</sup> In this instance, based upon Beckley’s own quotation of the words allegedly used in the December of 2012 meeting, no such promise was ever made by “City Officials” and, given the limited knowledge everyone had about the process in December of 2012, nothing could have been concealed from him.

In addition, it is not enough that some “promise” be made in order to invoke the

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<sup>1</sup> This Request For Reconsideration presents only a general and abbreviated explanation of the law as it pertains to the Doctrine of Estoppel. REO Development Group is prepared to further delineate, in a public hearing, the legal authorities as well as the undeniable facts in this matter which further support its position. Suffice it to say, the principles of law enunciated herein are so clear as to be considered “black letter law” in the State of Idaho.

Doctrine of Promissory Estoppel. Under the same authority noted above (and many, many other decisions by the Courts in Idaho), the promisee (in this case Beckley) must have acted reasonably in justifiable reliance on the promise allegedly made to him.

Beckley Media argues that it paid \$943,000 to the Idaho Department of Lands to obtain a lease to use the State's land as if to say that this payment is sufficient to bar the City of Twin Falls from considering any other Applicant. Beckley's "Memorandum", however, selectively avoids addressing certain critical, and undisputed facts which defeat any claim Beckley could make that he acted in justifiable reliance on any statement made by City Officials in December 2012, or for that matter, at any other time.

In point of fact, the process with the State first began in July of 2013 – seven (7) months after the meeting Beckley allegedly had with "City Officials" in December 2012 and, it should be noted, the process actually began with REO Development Group submitting its Application to the Idaho Department of Lands – not Ed Beckley.

This process with the State culminated with the Idaho Department Of Lands issuing a letter to Beckley Media, LLC and all the other Applicants on September 6, 2013 attaching (a) the Commercial Recreation Lease on which an auction was to be conducted on September 27, 2013, and (b) a "Lease Acceptance form" which each Applicant was required to sign and return to the Idaho Department of Lands by September 13, 2013 in order to participate in the auction. A copy of that correspondence with the "Lease" and "Lease Acceptance form" is attached to this Request For Reconsideration as **EXHIBIT "B"** for the convenience of the Council.

It is critical to note that this "Lease Acceptance form" stated the following:

"I acknowledge that I have received a copy of the lease document including the special provisions for the above lease and ***I accept them as written***. I understand that when I bid at the conflict auction that I will be bidding for a lease with these same lease terms and special provisions." (emphasis in original).

Beckley Media, LLC signed this "Leases Acceptance form" and, thereby, knowingly and voluntarily accepted the terms of the Lease as they were written. Moreover, Beckley Media, LLC knew by its execution of this "Lease Acceptance form" that when it chose to come to the auction three (3) weeks later on September 27, 2013 that the "Lease" it would be bidding on would contain "these same lease terms".

It is also critical to note that this Commercial Recreation Lease, which each Applicant was required to accept before they became entitled to participate in the September 27, 2013 auction, also contained an "ATTACHMENT C" entitled "Site Map(s)". This "ATTACHMENT C" delineated the specific area being leased by the

Idaho Department of Lands and, equally important, it delineated a private area of land on the North Rim of the Snake River Canyon – also suitable as a landing zone – which was not included within the premises being leased by the State. This somewhat rectangular 12 acre area of land is commonly known as the Breckenridge Oregon Trail Subdivision. It was this area of land that was specifically addressed during the Public Hearing conducted by the City Council in the O’Leary Middle School Auditorium on November 21, 2013 as being under contract with REO Development Group.

These facts are critical – facts nowhere mentioned in the Beckley “Memorandum”. These facts are critical because the Commercial Recreation Lease which every Applicant was required to accept before the auction contained certain conditional language at Section 4.A.i pertaining to Phase 1 of the Lease which states as follows:

“In addition to all other required Government approvals, Lessee shall obtain all required approvals and permits from the City of Twin Falls and Jerome County, Idaho, if any, **including, but not limited to a receipt of written confirmation from the City of Twin Falls that the Lessee (Applicant) has complied with all requirements of the City of Twin Falls to conduct the Event on the south rim of the Snake River Canyon**, within sixty (60) days of execution of the Lease. Failure to obtain the required approvals and permits from the City of Twin Falls and Jerome County within said sixty (60) days may result in the termination of this lease pursuant to Section 21.B.ii.a.” (emphasis added).

There is nothing remarkable about this language. It is customary in commercial transactions for a lessor to condition a lease on the lessee’s compliance with municipal license and/or permit requirements as a condition to the lessee being granted a lease to use the lessor’s property to operate its business. What is different with this Lease is that while the Lessee (Applicant) had the absolute right, during Phase 1, to terminate the Lease under Section 21.A.i., the Lessee (Applicant) was “not entitled to refund or credit of the Rent or bonus bid paid by Lessee”. Thus, whatever money was paid following the auction was non-refundable even if the Lessee (Applicant) was unable to procure the required approvals and permits not only from the City of Twin Falls but also from Jerome County as well as any other applicable governmental entity.

It should further be noted that the first time REO Development Group was ever informed of the onerous, non-refundable, terms contained within this Lease was when it received this Commercial Recreation Lease (via Email at the same time as all the other Applicants) on September 6, 2013.

As onerous as the terms of this Lease were, Beckley Media, LLC had an entire week to review the terms of this Lease with its attorneys and decide whether it was worth the commercial risk – a risk not only with respect to the non-refundable nature of

the bonus bid but the additional risk that a private parcel of property was available for use as a landing zone for the event to any other person or entity considering a jump over the Snake River Canyon.

With full knowledge of all these risks and with a full opportunity to consult with its counsel, Beckley Media voluntarily chose to accept the terms of the Lease “as written” when it chose to sign the “Lease Acceptance form”. Moreover, at the time Beckley Media, LLC voluntarily chose to jack up the bid to \$943,000 at the auction three (3) weeks later on September 27, 2013, it knew it was bidding \$943,000 on these same terms and subject to the same risk that any third party could acquire the private land located on the North Rim to conduct their own event. In fact, this private land clearly delineated on “ATTACHMENT C” of the Lease Beckley chose to bid on was, at that time, equally available for purchase by Ed Beckley.

In addition, following the auction on September 27, 2013, Beckley Media, LLC was under no obligation, whatsoever, to pay its bonus bid of \$943,000. Instead, Beckley Media, LLC had a third opportunity and yet another week to review this Lease with its attorneys to determine whether it was worth the risk to pay the bonus bid. Following this third opportunity to review the terms of the Lease and evaluate all the risks with its counsel, Beckley Media voluntarily paid \$943,000 to the Idaho Department of Lands.

The fact that Beckley Media, LLC “now finds itself in a difficult position” is irrelevant to the duty the City Council has to exercise its police powers for the protection of the residents and taxpayers of the City of Twin Falls. The “difficult position” Beckley Media finds itself in is a position it created all on its own. No “City Officials” told Beckley Media to bid \$943,000 at the auction or, thereafter, to pay it.

In discussing what the Beckley “Memorandum” describes as “THE PROBLEM”, Beckley argues that “the City did not tell Beckley Media that it was dissatisfied with the auction procedure adopted by the State, or that Beckley Media was participating in the auction at its own risk”. That argument is absurd. As a matter of law, the City of Twin Falls was under no obligation to explain to Ed Beckley, a sophisticated businessman, or for that matter Ed Beckley’s lawyers what the law is or what risks Beckley was undertaking when he voluntarily and knowingly chose to accept the terms of the Lease. Moreover, the fact that the City of Twin Falls remained silent and did not reach out to hold Ed Beckley’s hand in his process with the State – a process over which the City of Twin Falls had no control – does not under Idaho law constitute a waiver by the City of its right to enforce its ordinances for the protection of its citizens. Mere silence, as a matter of law, does not constitute a waiver. See for example, Jones v. Maestas, 198 Idaho 69, 71 (1985).

It is beyond any question that the full exercise of its police powers is one of the most important governmental duties to be exercised by the City of Twin Falls in preserving the health, the safety and the general welfare of its residents. See for

example, Foster's Inc. v. Boise City, 63 Idaho 201, 211 (1941). The exercise of those police powers have consistently been characterized by the Supreme Court of Idaho as "exclusive and unlimited". See, Christiensen v. City of Pocatello, 142 Idaho 132, 138 (2003). It was those powers which the City Council was properly exercising when it passed a resolution directing the issuance of a Request For Qualifications. In addition, during the entire period of time that Beckley Media and all the other Applicants were engaged in the process with the State of Idaho, there was always in full force and effect in the City of Twin Falls a Special Events Ordinance which was enacted "to protect and promote the health, welfare and safety of the citizens of and visitors to the City of Twin Falls". None of these police powers were waived for the benefit of Ed Beckley nor were they waived for any of the other Applicants, like REO Development Group, who were also directed to go through the process with the Idaho Department of Lands.

Therefore, contrary to the Beckley "Memorandum" the decision by the City Council to issue a Request For Qualifications on October 8, 2013 was a lawful, proper and, indeed, a mandatory exercise of those police powers. As a matter of law, it was the duty of the City of Twin Falls to issue its Request For Qualifications and it remains the duty of the City of Twin Falls to complete that process in a manner that will thoroughly evaluate not merely the qualifications of Beckley Media but also the qualifications of REO Development Group as well as the qualifications of Andrenaline Nation and Ping Pong Productions.

**II. THE CITY COUNCIL MUST CONTINUE TO ENGAGE IN THE FULL EXERCISE ITS POLICE POWERS AS THEY RELATE TO THIS EVENT FOR THE PROTECTION OF THE RESIDENTS AND TAXPAYERS OF THE CITY OF TWIN FALLS.**

**A. The State's Process Did Not Take Specific Consideration Of The Public Health, Safety And Other Compelling Interests Of The City Of Twin Falls.**

It has been suggested since the State auction was completed and now suggested in Beckley's "Memorandum" that because Beckley Media went through the process of obtaining a lease with the Idaho Department of Land that it should now be automatically qualified by the City of Twin Falls to receive permission to promote its event within the City and conduct a jump over the Snake River Canyon from the land owned by the City of Twin Falls.

This suggestion is wrong. The Beckley "Memorandum" ignores the simple but undeniable fact that the process created by the Idaho Department of Lands to select and award the right to lease the Endowment Land for the event did not include, nor was it created to include, any evaluation of the public health, the public safety or, for that matter, any other compelling interests which might directly affect the residents and taxpayers of the City of Twin Falls.

The application process conducted by the Idaho Department of Land required little more than filling out a three (3) page "APPLICATION FOR USE OF STATE LANDS" and paying a \$250.00 fee. A copy of that "Application" is attached to this Request For Reconsideration as **EXHIBIT "C"** for the convenience of the Council. While each Applicant was further required to provide information delineated in response to a form entitled "APPLICANT INFORMATION REQUEST", it is clear from that form that the Idaho Department of Lands was focused upon the business background and financial capabilities of the Applicant as well as the impact the event might have to the State's land – not the impact the event may have upon the City of Twin Falls. A copy of that "APPLICANT INFORMATION REQUEST" is attached to this Request For Reconsideration as **EXHIBIT "D"** for the convenience of the Council.

As an example of the limited nature of the process conducted by the State, REO Development Group originally informed the Department of Lands as part of its Application filed on July 2, 2013, that it had engaged Dr. Stephen Whitmore from the Department of Aeronautical Engineering at Utah State University and REO expected to receive a report by September 30, 2013 which would provide a "systematic and logical hazard analysis" of the vehicle being considered for the jump. That "Interim Report" entitled "Flight Mechanics of a Rocket-Powered Vehicle" was actually issued by Dr. Whitmore on September 5, 2013. Based upon that Interim Report REO Development Group chose to abandon the prior design it was contemplating for the stunt vehicle. A copy of the cover letter received by Timothy Okal from the Department Of Mechanical & Aerospace Engineering with the entire Interim Report is attached to this Request For Reconsideration as **EXHIBIT "E"** for the convenience of the Council.

Following receipt of that "Interim Report" and considering its importance, Timothy Okal contacted Mr. Bob Pietras at the Idaho Department Of Lands to inform the Department of the existence of this Report and what procedure should be followed to submit that Report for review by the Department. Timothy Okal was told that it was not necessary to submit the report prior to completion of the auction process. This entire Interim Report was, however, submitted by REO Development Group to the City of Twin Falls on October 18, 2013 as part of its Response to the Request For Qualifications issued by the City on October 8, 2013. A copy of the cover letter issued to Mike Williams on October 18, 2013 enclosing that Interim Report is attached to this Request For Reconsideration as **EXHIBIT "F"** for the convenience of the Council.

This example (and there are several others) demonstrates that the Idaho Department of Lands did not, prior to the auction or any time prior to awarding its Lease to Beckley Media, engage in any screening process to determine the engineering feasibility or safety of the event – an event which, under the law, would be considered an ultra-hazardous activity originating with a launch from land owned by the City of Twin Falls.

Instead, as can be seen from the Section 4.A of the Commercial Recreation

Lease attached hereto as part of **EXHIBIT "B"**, only after the auction process was completed, only after the "winning bid" was paid, and only after the Lease was approved by the State Board of Land Commissioners, was the Lessee required to provide a "Research, Development and Event Plan" describing how it intended to conduct the event for approval by the Department of Lands. To suggest this is "putting the cart before the horse" would be an understatement. More importantly, it further demonstrates, in the starkest terms, why the mere fact Beckley Media voluntarily made a non-refundable payment of \$943,000 to buy the clearly conditional right to use the State Endowment Lands for his jump is utterly irrelevant to, and can have no impact upon, the independent fiduciary duty of the City of Twin Falls to protect its own residents and taxpayers.

The point here is simply this: There was absolutely nothing about the State's process that protected the residents and taxpayers of the City of Twin Falls. Therefore, the argument which has been made that the City of Twin Falls should now give some special consideration to Beckley Media simply because it "won" the auction and purchased the right to use State land for the event somehow trumps the right of the City of Twin Falls to conduct its own independent evaluation of the event ignores the actual, and extremely limited, screening process conducted by the State. Stated again, the mere fact that Beckley Media won the "auction" and voluntarily paid \$943,000 to the State of Idaho imposes no duty on the City of Twin Falls to "grant Mr. Beckley the required permissions to promote this event and perform this jump". The argument proffered in the Beckley "Memorandum" to the contrary is in derogation of the law.

**B. The Public Health, Safety And Other Compelling Interests Of The City Of Twin Falls Require The City Of Twin Falls To Exercise Its Police Powers Under The Special Events Ordinance And All Other Applicable Ordinances For The Protection Of Its Residents.**

The City of Twin Falls is an Idaho Municipal Corporation and in connection with the police powers granted to it under Idaho law, the City adopted a Municipal Code which includes specific provisions under Title 3, Section 6 pertaining to Special Events. In addition, in furtherance of its police powers the City Council also adopted a resolution on October 7, 2013 authorizing the issuance of a Request For Qualifications through which the City of Twin Falls would thoroughly screen each of the Applicants seeking to use the City's land to produce a jump over the Snake River Canyon.

It is noteworthy that in contrast to the process initiated by the Idaho Department of Lands, the City's RFQ process required each Applicant to provide specific information concerning, among other things, the engineering of the vehicle as well as the safety and probability of success of the jump. A copy of that Request For Qualifications is attached to this Request as **EXHIBIT "G"** for the convenience of the Council. Each Applicant was also requested to provide information relating specifically to traffic control and public safety issues affecting the City of Twin Falls. No such

information was sought by the State.

While the City has performed an admirable job in constructing and initiating the RFQ process, REO Development Group requests the Council reopen its deliberations and allow the process to continue without limiting its evaluation solely to Beckley Media. When the Council selected Beckley Media as the primary group to begin negotiations to jump the Snake River Canyon at the Council Meeting held on November 25, 2013, the only prior opportunity REO Development Group (as well as all the other Applicants) had to make a formal presentation or personally meeting any member of the Qualifications Review Committee was on November 21, 2013. That presentation was, however, confined to 15 minute time slot. A 15 minute time slot was clearly not enough to present an Applicant's qualifications.

As but one example, the plan presented by REO Development Group includes the involvement of BeCore, an event production company which produces on average 80 events per year in a wide variety of municipal environments involving tens of thousands of spectators. A list of the governmental authorities they have successfully worked with since the company was founded in 1999 is attached to this Request as **EXHIBIT "H"**. While Mark Billik from BeCore was present at the public hearing on November 21, 2013 the time constraints prevented the full BeCore Power Point from being presented to the Council and Mr. Billik's dialogue was limited to couple of minutes to answer one question. Event management, public safety, positive marketing image and public relations among other factors, are a specialty of BeCore and the qualifications they bring to the project should be thoroughly explored by the City. One such method would be for the Qualifications Review Committee to conduct an interview of the personnel associated with the Applicant.

On October 7, 2013 when the City Council considered engaging in this RFQ process, it was brought up during the open meeting that the process was "vague by design" and did contemplate "maybe calling people in to interview" with the purpose of obtaining as much information as possible to support a recommendation to the City Council. Based upon the underlying purpose for which the RFQ process was initiated, limiting the process at this point solely to Beckley Media, defeats that important purpose.

### **SUMMARY**

The City of Twin Falls owes no duty to issue any permit to Beckley Media, LLC or, for that matter, to REO Development Group, LLC or to any of the other Applicants who participated in the RFQ process. The duty owed by the City of Twin Falls is a duty owed to its residents and taxpayers.

This event is not about Evel Knievel – it is about the City of Twin Falls. In this age of the internet and social media, the entire world will be watching. The biggest impact this event will have will be the world-wide impact it has on the City of Twin Falls

where the launch will originate. The question becomes: Who does the City want to be its representative before the world? This decision is an important one and it is critically important that – should the City of Twin Falls elect to move forward with this event – the event be done right. There can be no mistakes.

In this regard, the City of Twin Falls has, so far, done everything right by issuing a Request For Qualifications on October 8, 2013. That process, however, should not now be limited solely to the evaluation of Beckley Media. The RFQ process should continue and properly be completed in a manner which will allow for a full, complete and transparent evaluation of the qualifications each Applicant so as to assure the interests of the residents and taxpayers of the City are fully protected.

Accordingly, REO Development Group, LLC hereby respectfully requests the following:

- (A) That the City Council reconsider the decision made on November 25, 2013 to enter into exclusive negotiations with Beckley Media, LLC concerning its request for issuance of the required permit to use the City's land to perform a jump over the Snake River Canyon;
- (B) That, upon reconsideration, the City Council reverse that decision and reopen the RFQ process to REO Development Group, LLC, Adrenaline Nation and Ping Pong Productions.
- (C) That the City of Twin Falls act in compliance with, and fully enforce, the police powers granted to it under Chapter 6, Section 3-6-1 of the City Code and such other provisions of the City Code as may be applicable to the Request For Qualifications lawfully issued by the City of Twin Falls on October 8, 2013.

Respectfully submitted,

REO DEVELOPMENT GROUP, LLC

By \_\_\_\_\_

  
Timothy H. Okal  
General Counsel and  
Managing Member

REO Development Group, LLC  
7610 W. North Avenue  
Elmwood Park, IL 60707  
(708) 453-2800

# BECKLEY MEDIA, LLC's MEMORANDUM RE: STATE LEASE

*Submitted November 25, 2013*

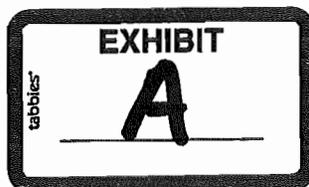
## INTRODUCTION

Beckley Media, LLC respectfully submits this memorandum to address an apparent disagreement, following the public forum last week, regarding the effect of the undisputed fact that the City of Twin Falls (City) directed Beckley Media and all other applicants to obtain the State lease as a precondition to City approval. Beckley Media desires to make its position on this issue crystal clear, prior to any decision by the City Council, and respectfully requests that the Council consider the following in making its determination on this matter.

## THE FACTS

The facts leading to this issue are very simple. As the Council is well aware, back in December of 2012, Ed Beckley came to the City and asked what he needed to do to secure the City's permission to jump the Snake River Canyon from the historic Evel Knievel jump site. This occurred at a meeting the City had graciously arranged between Mr. Beckley and numerous representatives of relevant agencies, including the City.

At the December meeting, and in response to Mr. Beckley's inquiry, City officials pointed to a representative of the State of Idaho Department of Lands and said, in no uncertain terms, "you first need to speak with him and obtain approval from the State." Significantly, at the public forum last week, City officials made clear that they told all applicants the same thing: that the State lease was a prerequisite to City approval.



## **THE PROBLEM**

In direct and clearly foreseeable reliance upon that directive, Beckley Media obligated itself to pay, and in fact has paid, \$968,250.00 to the State of Idaho to obtain the approval the City told Mr. Beckley was necessary. Ed Beckley is not independently wealthy and it was an extraordinarily difficult task for him to come up with that money, a fact that speaks volumes about his integrity, good faith and commitment to this project.

Beckley Media now finds itself in a difficult position, through absolutely no fault of its own. Beckley Media followed the City's directive in good faith, and expended huge sums of money, time and effort to become the only applicant to obtain the State lease. After obtaining the lease and permission from the State, Beckley Media learned that the City has changed its position and is considering awarding the permit to applicants who do not possess the State lease the City directed Mr. Beckley to obtain. Even though the other applicants were told the lease was a necessary prerequisite, Mr. Beckley and Beckley Media have obtained it.

The sole reason provided by the City for its change in position is that "the State changed the rules" and put the lease up for auction. In fact, the City was well-aware of the auction prior to its occurrence. Not once did the City reach out to Beckley Media before the auction and retract its prior directive that Beckley Media needed State approval as a prerequisite to City approval. Even though it had ample opportunity, the City did not tell Beckley Media that it was dissatisfied with the auction procedure adopted by the State, or that Beckley Media was participating in the auction at its own risk.

Most significantly, not once prior to the State auction did the City tell Beckley Media that if Beckley should be successful at the auction, the City would disavow its prior position and open the permitting process up to applicants who did not have State approval. In fact, one of the

members of the City Council was actually present at the auction, and was one of the first to congratulate Mr. Beckley on his success. The City set this process in motion and cannot *ex post facto* change the requirements without being responsible for very significant consequences.

## **CONCLUSION**

The City Council's reversal of position has created an untenable situation that could be devastating to Beckley Media – it could well result in the loss of the \$968,250 already paid to the State, the loss of a multimillion dollar television contract, and prevent the performance of a world record motorcycle jump on the Evel Knievel anniversary. The potential total damages, Beckley Media is unable to accurately estimate at this time.<sup>1</sup>

Beckley Media and Ed Beckley have acted in good faith and obtained the required permissions set forth by the City. Again, Mr. Beckley is not a rich man; losing the money spent on the State lease would financially destroy him. As a matter of both law and equity, the City has a duty to perform on its representations and grant Mr. Beckley the required permissions to promote this event and perform this jump.

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<sup>1</sup> Beckley feels compelled to note that additional delay due to the City's continued consideration of whether or not it will honor its prior position could very well have the same result.

DIVISION OF LANDS AND WATERWAYS  
ENDOWMENT LEASING BUREAU  
300 NORTH 6<sup>TH</sup> STREET, SUITE 103  
POST OFFICE BOX 83720  
BOISE ID 83720-0050  
PHONE (208) 334-0200  
FAX (208) 334-3698



THOMAS M. SCHULTZ, JR., DIRECTOR  
KATHY OPP, DEPUTY DIRECTOR

STATE BOARD OF LAND COMMISSIONERS  
*C. L. "Butch" Otter, Governor*  
*Ben Ysursa, Secretary of State*  
*Lawrence G. Wasden, Attorney General*  
*Brandon Woolf, State Controller*  
*Tom Luna, Sup't of Public Instruction*

September 6, 2013

Applicant,

The Idaho Department of Lands (IDL) is pleased to send, for your consideration, Lease M-700052, Landing Site for Snake River Jump. To accept the terms of the Lease as it is written, please sign the enclosed Lease Acceptance form and return it to this office by 5 p.m. Mountain Time, September 13, 2013. The form can be mailed, emailed, or faxed, but must meet the deadline to be accepted.

There are five (5) applicants for this Lease. If more than one applicant accepts the terms of the Lease and meets the deadline stated above, an auction for the Lease will be held at the Boise office on September 27, 2013 at 10 a.m. Mountain Time. More information will be sent after Lease Acceptance forms are received.

If only one applicant accepts the terms of the Lease, the Lease will be awarded to that applicant.

Additional questions regarding the application and leasing process can be directed to Bob Pietras, Program Manager at [bpietras@idl.idaho.gov](mailto:bpietras@idl.idaho.gov) or 208.334.0279.

Respectfully,

*Bob Pietras*

Bob Pietras  
Program Manager

*"Trusted Stewards of Idaho's Resources, From Main Street to Mountaintop"*





**COMMERCIAL RECREATION LEASE**  
**No. M700052**  
**LESSEE(S), FULL LEGAL NAME(S)**

**SUMMARY OF LEASE PROVISIONS:**

**Lessor:** STATE OF IDAHO  
 By and through the State Board of Land Commissioners  
 300 North 6<sup>th</sup> Street, Suite 103  
 PO Box 83720  
 Boise ID 83720-0050

**Lessee:** Lessee(s) Full Legal Name(s)  
 Address of Record  
 City State Zip  
 Telephone  
 Email

**Lease Term:** Commencement Date: \_\_\_\_\_, 20\_\_  
 Expiration Date: \_\_\_\_\_, 20\_\_

**Rent:** The annual rent payment is non-refundable in whole or in part and is due in full in advance on the Commencement Date as defined herein and on each anniversary of the Commencement Date throughout the term of this Lease. Rent terms are more particularly described in *Section 1. Rent* of the Lease Provisions.

Annual "Base Rent" shall be **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** for each of year of this two year lease. In addition to Base Rent, Lessee shall pay Lessor three percent (3%) of any and all gross revenues from Transmission and Sponsorship Rights as defined herein, if any, derived, received, earned, accrued or accruing to Lessee or any subsidiary or related entity of Lessee; and, Lessee shall pay Lessor five percent (5%) of any and all other revenue, income or proceeds derived any other source related to the Event as defined herein as a result of, or related to, the subject and purpose of this Lease.

**Legal Description of Leased Premises:** Lessor, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth in the Lease (including all Attachments), does hereby lease and demise unto Lessee the lands described in Attachment B of this Lease (hereinafter the "Leased Premises"), incorporated herein by this reference, for the uses specified herein.

**Use of Leased Premises:** Landing Site for Snake River Jump  
 See Section 2, "Use of Leased Premises", below, of the Lease Provisions.

**Bond:** Bond as specified in "Sections 5 and 15", below, of the Lease Provisions.

**Liability Insurance:** See "Section 14" "Insurance", below, of the Lease Provisions.

**Lease Index:** SUMMARY OF LEASE PROVISIONS  
 LEASE PROVISIONS  
 SIGNATURE PAGE  
 ATTACHMENT A – SPECIAL TERMS AND CONDITIONS  
 ATTACHMENT B – LEGAL DESCRIPTION OF LEASED PREMISES  
 ATTACHMENT C – SITE MAP(S)  
 ATTACHMENT D – REPORTS

## LEASE PROVISIONS

### 1. Rent.

All rent shall be paid in lawful money of the United States of America directly to the Lessor on or before the Commencement Date, and each anniversary thereof throughout the term of this Lease unless otherwise directed by the Lessor in writing. Lessee shall pay to Lessor, as rent for the Leased Premises, any and all amounts required in herein or any attachments hereto, to be determined and payable in the manner and at the time set forth herein, without abatement, offset or deduction of any kind unless otherwise provided for in this Lease:

A. Annual Rent. Annual Rent in the amount of \$25,000.00 in full in advance of the Commencement Date throughout the term of this Lease.

B. Percentage of Gross Revenue and Reports. As additional rent, Lessee shall pay to Lessor an amount equal to three percent (3%) of any and all gross revenue, income and proceeds derived from sponsors and transmission of or related to the Event, including, but not limited to, television, electronic transmission over the internet and radio (hereinafter referred to as "Transmission and Sponsorship Rights"); and five percent (5%) of any and all gross revenue derived from any other source of all gross revenue, income and proceeds to Lessee derived or to be derived, received or to be received, earned, accrued or accruing to Lessee or any subsidiary or related entity of Lessee from any source, including, but not limited to, income or revenue from promotional activities, advertising, souvenirs, ticket sales, gate receipts, concessions, etc., and the value of any and all in-kind payments from any source, as a result of, or related to, the subject and purpose of this Lease (hereinafter referred to collectively as the "Percentage of Gross Revenue") "Gross Revenue" shall mean any and all revenue, income and proceeds derived, received or to be received, earned, accrued or accruing to Lessee or any subsidiary or related entity of Lessee from any source. Lessee shall calculate and report Gross Revenue, and pay Lessor the Percentage of Gross Revenue for the immediately preceding year within three (3) months from the anniversary of the Commencement Date following the end of each lease year, and for each year thereafter for which Lessee receives revenue related to the Event which would have been included within as Gross Revenue herein if received during the term of this Lease. The obligation to submit Gross Revenue Reports shall continue each and every year following the Commencement Date or the termination of this Lease to the extent any revenues and proceeds are received by Lessee related to the Event if such revenues or proceeds would have been included in "Gross Revenues" if such revenues or proceeds had been received within the term of this Lease; this obligation shall survive the termination of this Lease. The Lessee shall submit the Gross Revenue reports (hereinafter the "Gross Revenue Reports"), detailing the Gross Revenue as defined above, without further notification from Lessor. The Gross Revenue Reports shall be complete and accurate and shall include a verified statement from a certified public accountant ("CPA") stating that the CPA has reviewed all relevant records, documents and receipts and any other relevant information and material, and that the Gross Revenue Reports are complete and accurate. Failure to provide the Gross Revenue Reports within three (3) months of the end of any lease year shall be cause for Lessor to declare a default herein and terminate the Lease upon thirty (30) days written notice. Termination of this Lease shall not relieve Lessee from its obligation to provide the Gross Revenue Reports or pay the Percentage of Gross Revenue to Lessor received at any time by Lessee. Documentation, including, but not limited to copies of any and all contracts, agreements, subleases, and licenses, as well as a list of any and all revenues received from each individual source, including subtotals and totals, substantiating the information contained in the Gross Revenue Report shall be submitted with the Gross Revenue Report.

i. Lessee shall calculate Percentage of Gross Revenue rent as follows: the sum of any and all gross revenue derived from sponsors and transmission of or related to the Event, including, but not limited to, television, electronic transmission over the internet and radio derived from any other source derived or to be derived, received or to be received, earned, accrued or accruing to Lessee or any subsidiary or related entity of Lessee multiplied by three percent (3%); plus the sum of any and all gross revenue derived, received or to be received, earned, accrued or accruing to Lessee or any subsidiary or related entity of Lessee from any other source, multiplied by five percent (5%).

ii. Lessee shall provide to Lessor a verified Gross Revenue Report within six (6) months from the date of the event. Said report and any rental due thereunder shall be due no later than six (6) months following the event. Documentation, including, but not limited to copies of any and all contracts, agreements, subleases, and licenses, as well as a list of any and all revenues received from each individual source, including subtotals and totals, substantiating the information contained in the Gross Revenue Report shall be submitted with the Gross Revenue Report.

C. Late Payment Charge. In the event any rent or Gross Revenue due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent and Gross Revenue, a late charge in the first calendar month of

such delinquency the amount of Twenty Five Dollars (\$25.00) or one percent (1%) of the unpaid rent and Gross Revenue, whichever is greater, together with interest accruing at the statutory rate for amounts owing. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid delinquency. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.

- D. Extensions of Time to Pay. Lessee may make application to extend the time for paying any portion of rent in accordance with the then existing statutes, rules and policy applicable to state endowment lands. If an extension is requested and approved by Lessor before the deadline for paying rent, then the Lessee shall not be required to pay a late payment charge, but shall be required to pay interest, in addition to such rent, at the then existing rate established by the Lessor.
- E. Lien. The amount of the unpaid rent, late charge, and interest shall be a lien on the Lessee's improvements and other property on the Leased Premises.

## 2. Use of Leased Premises.

- A. The Leased Premises may be used by Lessee for any purpose reasonably associated with an event involving a proposed vehicular jump over the Snake River (hereinafter referred to as the "Event"), provided prior written approval for any such use is first obtained from Lessor for any such use, including, but not limited to, landing area, filming, grandstands, concession sales, souvenir sales, and parking. Lessee shall provide Lessor with a specific list of any and all proposed uses of the Leased Premises. Lessor hereby grants to Lessee the exclusive rights for the Event on the Leased Premises.
- B. Any new, additional or change of use of the Leased Premises shall require Lessor's prior written consent. Any new or additional use by Lessee without the authorization of Lessor is prohibited and is grounds for termination of the Lease.
- C. Lessee agrees to not commit, nor permit any damage to or waste upon the Leased Premises or upon any of the improvements, nor permit any unlawful use of the Leased Premises, nor permit any use thereof except for the purposes identified by Lessee as provided herein.
- D. Lessee shall acquire and maintain all necessary permits and comply with all applicable federal, state and local laws, rules, regulations, zoning and other matters in accordance with applicable law.
- E. Land Use Permit. Lessee shall obtain from the Idaho Department of Lands a Land Use Permit in form acceptable to the Department which shall cover any state of Idaho public trust lands affected by this Lease, including public trust lands on or within the canyon between any proposed take-off and landing area.
- F. Technical Reports. When requested by the Lessor, the Lessee will furnish technical information concerning any proposed use and/or any equipment or personal property to be located on the Leased Premises.
- G. Public Use. Lessee shall allow the general public the right to use the lands described in this Lease for any lawful use authorized by the State Board of Land Commissioners for lands owned by the State, except for any such use which is incompatible with Lessee's use under the terms of this Lease, and further excepting any areas which may be designated as exclusive use areas approved by Lessor. Any exclusive areas shall be fenced in and otherwise protected by Lessee. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach State-owned lands. Lessee shall not restrict public use of State lands authorized by the State Board of Land Commissioners without prior written approval of Lessor; provided however, nothing in this Lease shall be deemed a limitation on Lessor's authority to control public use of the Leased Premises where such use is authorized by the State Board of Land Commissioners. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b). During Phase 2, the Lessee will regulate public access and vehicular traffic to protect human life, wildlife, livestock and property from any hazards associated with the activities identified and approved in the Plan. For this purpose, the Lessee will provide warning, fencing, flagmen, barricades, and other safety measures as appropriate. Restrictions on access must be approved by the Lessor as part of a Plan. Lessee will not at any time fence any watering place upon leased lands where the same is the only accessible and feasible watering place upon the lands within a radius of one (1) mile without first having secured the written consent of the Lessor.

## 3. Lease Term and Conditions.

Within sixty (60) days prior to the expiration of this Lease, Lessee may apply for another lease term. Lessee understands that any request for a new lease term is subject to advertisement and conflict auction requirements in accordance with Idaho law, and agrees that the Lessor has the sole discretion relating to the lease provisions and any special terms and conditions which may be offered in any new lease, and Lessee understands and agrees that the lease provisions and any special terms and conditions in a new lease may be materially different than this Lease. The Lessor will consider a new lease only if the Lessee is not in default and has complied with all of the Lease Provisions and any Special Terms and Conditions of this Lease, and has fully and faithfully performed all duties and obligations herein. If Lessor and Lessee cannot successfully negotiate the rent and terms of a new lease prior to the expiration date hereof, then Lessee agrees to vacate the Leased Premises in accordance with this Lease.

#### 4. Lease Phases.

This Lease shall proceed in three (3) phases: (1) a planning and permitting phase, (2) the event, and (3) reclamation. Each of the phases is set forth below.

- A Phase 1 – Planning and Permitting. During Phase 1 of this Lease, Lessee shall engage in all such activities required to plan and obtain approvals for the conduct of the Event and to reclaim the Leased Premises. All such activities shall be described in the Research, Development and Event Plan (the "Plan") to be developed by Lessee and submitted to Lessor for acceptance and approval in writing before Lessee commences any Phase 2 activity. All such activities and requirements shall be conducted at Lessee's sole cost and expense. During the term of this Lease, Lessee may mark any reports as trade secrets, proprietary information or by such other designation as Lessee believes applicable to exempt such documents from public disclosure pursuant to the Idaho Public Records Law (Idaho Code §§ 9-337 through 9-350) and Lessor shall treat the information as confidential as set forth in this Lease.
- i. Lessee shall obtain all required Government Approvals for all activities for all phases of this Lease, and shall submit to Lessor an Opinion Letter addressed to Lessor signed by a law firm that includes attorneys admitted to practice and in good standing in the State of Idaho providing an opinion that all Government Approvals necessary for Lessee's commencement of construction and conduct of the Event are legally and validly issued, are held in the name of Lessee and that Lessee is in substantial compliance with said Government Approvals as of the date of the Opinion Letter. Lessee shall provide copies of such Government Approvals to Lessor. In addition to all other required Government Approvals, Lessee shall obtain all required approvals and permits from the City of Twin Falls and Jerome County, Idaho, if any, including, but not limited to a receipt of written confirmation from the City of Twin Falls that the Lessee (Applicant) has complied with all requirements of the City of Twin Falls to conduct the Event on the south rim of the Snake River Canyon, within sixty (60) days of execution of the Lease. Failure to obtain the required approvals and permits from the City of Twin Falls and Jerome County within said sixty (60) days may result in the termination of this lease pursuant to Section 21.B.ii.a.
  - ii. Lessee shall submit to Lessor the Plan within five (5) months of Lease approval and no later than one-hundred twenty (120) days prior to the date of the Event. Lessee must submit the Plan to the Lessor before any construction or modification of the Leased Premises. The proposed development on the Leased Premises may not start until Lessor approves the Plan in writing. Such approval shall not be unreasonably withheld. The Plan shall describe all facilities and improvements to be constructed or placed on the Leased Premises and all activities associated with the Event that may be conducted on the Leased Premises. The Plan shall include, at a minimum, (1) all Government approvals required; (2) landing site development and modification; (3) existing and planned access, access controls, and lateral roads; (4) location of sanitary facilities and pickup schedules; (5) location of grandstands, vendors, buildings, parking, and other supporting facilities; (6) other areas of potential surface disturbance; (7) traffic and public safety control measures including spectators located on the river, in the canyon, on any bridges from which spectators might use to view the Event; (8) emergency first responder locations and access requirements; (9) fire prevention and suppression plan; (10) identification and location of any and all hazardous material storage including materials used in the construction of the vehicle or used in the conduct of the Event; and (11) map or maps of sufficient scale to depict the information required for all phases, and shall include, at a minimum, the following components:
    - a. Administrative Information. The names, phone numbers, and mailing addresses of Lessee's primary Plan supervisors and operators; the names, phone numbers, and mailing addresses of any company providing project services to Lessee and the names of each company's contact person; and any other contract operators who will be involved in the operations on the Leased Premises.

- b. Facilities and Improvements. Maps and other information sufficient to locate the proposed location and specifications of all facilities and improvements on the Leased Premises. Topographic maps should show the approximate size of any surface area that may be disturbed with the placement of proposed facilities and improvements. Information concerning the construction of roads on the Leased Premises shall identify all gates and culverts and identify road construction materials, including those materials, if any, proposed to be acquired from the Leased Premises.
- c. Areas of Exclusive Lessee Use. The portion(s) of the Leased Premises that Lessee proposes to hold for its exclusive use and to exclude the public and other lessees of Lessor from accessing, if any. Lessee shall describe the basis for excluding the public and other lessees of Lessor from such portions of the Leased Premises and the time frames for such required exclusive use. Dates of such exclusive use shall be identified in the Plan and on the master schedule.
- d. Development Schedule. The schedule of construction and development on the Leased Premises (Development Schedule). If Lessor includes partial transitions of the Leased Premises to phases of this Lease, the Development Plan shall set forth the portions of the Leased Premises to be transitioned separately; the planned schedule for the partial transitions; and the contingencies and factors that determine the timing of each transition. Lessee shall further include a pictorial and numerical apportionment of the Leased Premises.
- e. Government Approvals. A complete and accurate list of all Government Approvals that are known or reasonably believed to be necessary for the commencement of construction and for conduct of the Event, including the Opinion Letter required above. In the event that additional Government Approvals necessary for the commencement of construction or conduct of the Event come to the attention of either Party to this Lease, that Party shall immediately notify the other Party in writing and the Plan shall be amended accordingly and such additional Government Approvals shall be acquired prior to proceeding.
- f. Vegetation and Soil Management. A description of the means whereby Lessee will maintain the natural vegetation, control erosion, and control noxious weeds on the Leased Premises. The description shall also include the means whereby Lessee will ensure that Lessee's activities on the Leased Premises do not adversely impact the waters on or adjoining the Leased Premises. The description shall also address the disposition of material excavated from the Leased Premises.
- g. Pollution Prevention. A narrative statement describing the proposed measures to be taken for protection of the environment, including, but not limited to, the prevention or control of: (1) Fires; (2) Soil loss and erosion; (3) Pollution of surface and ground waters; (4) Damage to fish and wildlife or other natural resources; (5) Air and noise pollution; and (6) Hazards to public health and safety during lease activities.
- h. Security Requirements. An estimate prepared by an outside party of the dollar amounts reasonably required for: (1) all proposed construction activity, Construction Security; (2) projected Rent due or projected to be due for one year in full operation as described in the Plan, as Operating Security; and, (3) reclamation costs for reclamation.
- B. Phase 2 – Staging or Performance of the Event. Phase 2 shall consist of the time frame required to construct or place any and all structures necessary for the Event on the Leased Premises and shall include the actual performance of the Event. Lessee shall specifically itemize each aspect of this Phase 2 in the Plan. During Phase 2, Lessee shall engage in construction of the facilities and related improvements on the Leased Premises and the implementation and satisfactory completion of all other activities identified in the Plan leading up to and including the conclusion of the Event. All costs and expenses of construction and development in Phase 2, and all subsequent additions and modifications to the facilities and related improvements shall be at the sole cost and expense of Lessee. If Lessor, in good faith, believes that Lessee has violated or failed to obtain any Governmental Approvals necessary for activities during Phase 2 of this Lease, then Lessor shall grant Lessee a ninety (90) day period and opportunity to seek the Governmental Approvals, and if such approval is deemed necessary for Lessee's activities and any such Governmental Approvals are not obtained, Lessor shall have the right, without limitation, to require Lessee to cease activities related to such violation until the violation has been remedied to the satisfaction of Lessor in its sole discretion.
- C. Phase 3 – Reclamation Plan. The Reclamation Plan shall set forth the means whereby Lessee shall restore the Leased Premises to its natural contour and vegetative state following any construction or modification of the Leased Premises, and upon completion of the Event, or upon the expiration or any termination of this

Lease. Lessee must reclaim all of the Leased Premises disturbed by Lessee's activities in accordance with applicable reclamation procedures, including, but not limited to, Idaho Code, as now existing and hereafter amended. Lessee shall conserve, stockpile, and protect topsoil to enhance reclamation. Lessee shall take all necessary steps to avoid a threat to life or property or an unreasonable risk to subsurface, surface, or atmospheric resources. The Reclamation Plan shall address the decommissioning and reclamation of all planned construction of facilities and improvements by Lessee, including, but not limited to, the disposal of any known or unknown Hazardous Substance located on the Leased Premises at the termination of this Lease. Lessee shall also submit to Lessor a Hazardous Materials/Waste Management Plan in the event such materials will be used in the construction and/or operation of the vehicle or other activities associated with the Event. No construction of any facilities or improvements, and no alteration of the Leased Premises, nor any change in such construction or alteration, shall occur until Lessor has accepted, in writing, the Reclamation Plan and any Hazardous Materials/Waste Management Plan.

D. Length of Phases.

- ii. Maximum Phase 1 Length. Unless extended by Lessor in writing, Phase 1 of this Lease shall not extend longer than five (5) months from the Commencement Date.
- iii. Maximum Phase 2 Length. Unless extended by Lessor in writing, Phase 2 of this Lease shall not extend beyond September 30, 2015.
- iv. Maximum Phase 3 Length. Phase 3 of this Lease shall commence upon confirmation that all Phase 2 Lease requirements have been fulfilled and the completion of the Event or upon earlier termination of this Lease for any reason. The Reclamation obligations shall survive the termination of this Lease. Phase 3 tasks will include all actions identified in the Reclamation Plan and any Hazardous Materials/Waste Management Plan, and shall conclude upon Lessor's written confirmation that all Phase 3 Lease requirements have been fulfilled to Lessor's satisfaction.

5. Bond.

Concurrent to the execution of this Lease by the Lessee, the Lessee shall furnish a good and sufficient bond in the amount specified in the Summary of Lease Provisions in favor of the State of Idaho to protect the state against loss due to violation of any provision of this Lease. The period of liability of any bond shall not be determined until all lease terms and conditions have been fulfilled and the bond is released in writing by the Director.

6. Sublease and Assignment.

- A. No Sublease or Assignment Without Consent. Lessee shall not sublease all or any part of the Leased Premises, or sublease all or any part of Lessee's improvements, or assign this Lease, or take out a mortgage or deed of trust without first obtaining the written consent of Lessor.
- B. Necessary Forms. Any request for approval of a sublease, assignment, mortgage, or deed of trust, must be in writing, on forms provided by the Lessor and accompanied by a processing fee to be established by Lessor. Any attempt by Lessee to assign, sublease, mortgage, or subject Lessee's leasehold interest in this Lease or any improvements to be placed upon the Leased Premises to any lien, without the prior written consent of Lessor, shall be void and shall constitute a breach of this Lease.
- C. Good Standing Required. No request for Lessor's approval of any assignment, sublease, mortgage or lien, will be considered unless all rent due, late payment charges, and interest have been paid in full, and Lessee is in good standing under the terms of the Lease.
- D. Assignment Subject to Terms. Any assignment shall be subject to all of the terms and provisions of this Lease.
- E. Specific Transaction Only. Any consent by Lessor herein contained or hereafter given to any act or assignment, sublease, mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction hereby or thereby approved.
- F. Proof of Assignment. In all cases of an approved assignment by Lessor due to sale of the Lessee's interest, Lessee must provide to Lessor one copy of the purchase agreement or contract of sale signed and acknowledged by the buyer (Assignee) and seller (Assignor). In the case of assignment without a sale, appropriate documentation must be provided to the Lessor establishing that the Lease should be assigned.

This may include, but not be limited to, a letter from Lessee indicating the transfer of the Lease as a gift; a divorce decree; a copy of will or probate order. Lessor may require additional proof as necessary.

- G. Sublease. Lessee may sublease, provided that each such sublease shall be subject to all terms of this Lease, including termination of Lessee's interest under this Lease. Any such sublease shall be subject to and subordinate to the rights of the Lessor under this Lease, and any such sublease shall include, but not be limited to, the following:
- i. No sublease shall relieve Lessee of its responsibility to pay and perform all of its obligations under this Lease to Lessor.
  - ii. The term of the sublease may not exceed the term of this Lease, and shall terminate upon any termination or expiration of this Lease.
  - iii. The Lessor is not liable for any act or omission of the Lessee.
  - iv. The Sublessee will abide by all terms and conditions of this Lease.
  - v. The Lessor is not liable any for pre-payment, security deposit or other pre-paid charge made to Lessee by any sublessee at any time, including the early termination of this Lease or expiration of the Lease term.
  - vi. The Lessor may impose additional requirements as a condition of approving the sublease request.

7. Lessee's Compliance with Applicable Laws and Rules.

- A. Full Compliance. Lessee's use of the Leased Premises and all improvements to be constructed or placed thereon, shall fully comply with all applicable federal, state and local governmental statutes, ordinances, rules, regulations and laws. Lessee shall comply with all applicable rules and regulations and standards currently in effect or hereafter adopted by Lessor.
- B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute waste, nor shall the Lessee allow the same to be committed thereon. The Lessee shall not do anything or allow any action which will create a nuisance or a danger to any person or property not the immediate subject of the event.
- C. Noxious Weeds. It is understood and agreed that the Lessee shall take measures to control noxious weeds within the Leased Premises, in accordance with Title 22, Chapter 24, Idaho Code. The Lessee shall cooperate with state and other agencies authorized to undertake programs for control and/or eradication of noxious weeds. Failure to comply will be considered a breach of this Lease and shall be considered a default.

8. Environmental, Safety, and Sanitary Requirements.

- A. Sanitary Requirements. Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, so that the Leased Premises are maintained in as nearly natural state as possible. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use. The Lessee shall store and dispose of all trash and garbage in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage, cleanup, restoration and litter disposal.
- B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention of fire. Lessee shall keep the Leased Premises free from fire hazards. Lessee is prohibited from burning garbage or trash. The burning of wood or other debris shall require the prior written permission of Lessor and must comply with applicable federal, state, or local law, regulation, rule, and ordinance.
- C. No Hazardous Materials Without Prior Notice. Lessee shall neither use nor permit upon the Leased Premises the use, placement, transport or disposal of any hazardous waste or any other substance that is, or is suspected to be, a hazardous substance or material without prior notice to Lessor and to the extent such use is in full and complete compliance with any applicable federal, state or local law, rule, regulation or ordinance. In the event any hazardous waste or substance is used by Lessee as provided in this Lease, and subject to prior notification to Lessor, Lessee shall, in addition to any other obligation or requirement herein,

prepare and submit to Lessor for prior approval and consent, a "Hazardous Substance Plan", which shall include, but shall not be limited to, the express identification of each and every hazardous waste or substance to be used by Lessee, the need to use such waste or substance, detailed plans of how such hazardous wastes and substances will be managed upon and removed from the Leased Premises, and a detailed management and clean-up plan in the event of any release of any hazardous waste or substance, including, but not limited to, any leak or adverse environmental impact or contamination from any such hazardous waste or substance. . Lessee shall be responsible, at its own expense, for removing or taking other appropriate remedial action regarding such wastes, substances, or materials which Lessee may cause or allow to be introduced upon the Leased Premises, in accordance with applicable federal, state, or local law, rule, regulation, or ordinance. In the event hazardous materials are used in the course of the Event that could be introduced onto the Leased Premises, Environmental Impairment/Pollution Insurance will be required in an amount determined by the Lessor.

9. **No Warranty of Suitability.**

- A. **No Warranty.** Lessee acknowledges that neither the Lessor, nor any agent or designee of the Lessor, has made any representation or warranty with respect to the Leased Premises, or concerning the suitability of the Leased Premises for the uses intended by the Lessee. Lessee acknowledges that it has accepted the Leased Premises in an "AS IS CONDITION," and accepts liability for its condition.
- B. **Quiet Enjoyment.** Lessor agrees that the Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold, and enjoy the Leased Premises during the term hereof.

10. **Payment of Taxes and Assessments.**

On or before any due dates, the Lessee agrees to pay any and all real or personal property taxes, assessment or fees that may be assessed or levied by any governmental authority asserting such authority over the Leased Premises, any improvement thereon, or Lessee's leasehold interest. Lessee shall make such payment directly to the taxing authority and agrees to hold Lessor harmless from any claim or assessment.

11. **Construction and Improvements.**

- A. **Water Development.** Lessee shall not drill any new or existing water well, use any existing water well, nor develop any use of any water source without first obtaining the prior written consent of the Lessor as well as any applicable governmental authorities responsible for adjudicating, developing or permitting water rights. Lessee agrees that all water rights shall be in the name of the State of Idaho.
- B. **Construction and Repair of Improvements.** No construction of any improvement upon or over the Leased Premises is allowed without the prior consent of the Lessor.
- C. **Liens and Encumbrances.** Lessee has no authority to, and shall not place any lien upon, or otherwise encumber the Leased Premises, Lessee's leasehold interest or Lessee-owned improvements upon the Leased Premises. The Lessee shall not place a lien upon or encumber the Lease, Lessee's leasehold interest or Lessee-owned improvements unless given prior written consent by the Lessor.
- D. **Treatment of Existing Improvements.** Existing improvements, as of the date of execution of this Lease, if any, are attached hereto and incorporated herein in Attachment E. Upon Lease expiration without renewal; Lease termination; or upon default of the Lessee:
- i. Lessor shall have the right to require Lessee to remove all Lessee-owned improvements and all other improvements placed or allowed upon the Leased Premises by Lessee, and to require Lessee to restore the Leased Premises, as nearly as is reasonably practical, to their natural or previous condition, all at Lessee's sole cost and expense.
  - ii. Lessor has the right to enter the Leased Premises and remove any of the improvements, or otherwise dispose of such improvements, and to charge the cost of removal and/or disposal and/or restoration to Lessee. Lessee shall also be responsible for all collection costs, including reasonable attorney fees and interest incurred or accrued prior to, and following the filing of suit, including costs and fees incurred on appeal.
  - iii. Lessee shall quietly surrender the Leased Premises to Lessor.

- iv. Lessor shall reserve the right to purchase existing improvements from Lessee at a reasonable market value, as defined in Section 10.F, of the Lease Provisions, as of the date of expiration.
- E. Treatment of Improvements Upon Abandonment. If such removal or purchase as described herein, has not occurred by the date that the Lease expires and has not been renewed, has been terminated, or at the date of Lessee default, all rights, title and interest of the Lessee to any of the improvements, shall upon thirty (30) days written notice to Lessee, or at a date determined at the sole discretion of the Lessor but not less than thirty (30) days, be deemed to revert to the State of Idaho, and shall be considered abandoned in place by the Lessee.
- F. Market Value. Market value is defined in this Lease as: "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified improvement(s) should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress."
- G. Disputes. Disputes arising out of a determination of Market Value of the improvements shall follow these procedures:
- i. The approved improvements shall be valued by a qualified employee of Lessor or by an independent licensed appraiser hired by and at the cost of the Lessor. All valuations shall be administered and controlled by Lessor, and all appraisers shall use appraisal instructions provided by the Lessor. The Lessor reserves the right to accept or reject any valuation at its discretion. The valuation of the improvements shall be as of the date of the expiration or termination or non-renewal or default of the Lessee.
  - ii. The Lessee has sixty (60) days to review said appraisal. If the valuation is not acceptable to the Lessee, the Lessee may, within this timeframe, provide relevant, authenticated information for Lessor's review and consideration that may support a different improvement valuation.
  - iii. The Lessee and Lessor shall meet to review the circumstances and try to resolve the differences in the valuation within 15 business days of the end of the sixty (60) day review period described above.
  - iv. If the differences in this valuation cannot be resolved, then the Lessor may appoint a three (3) person panel to make recommendations to the Director of the Department of Lands. All information shall be reviewed by this panel as to the market value of the improvements. The Lessee is responsible for any additional expenses incurred by the Lessor and the Lessee during the process defined herein.
- H. Treatment of Non-approved Improvements. Treatment of Non-approved Improvements at any time during the Lease and upon Lease expiration without renewal, termination, or default under the Lease.
- i. Lessor shall have the right to require Lessee to remove all non-approved improvements placed, or caused to be placed upon the Leased Premises, and to require Lessee to restore the Leased Premises, as nearly as is reasonably practical, to their natural or previous condition, all at Lessee's sole cost and expense. If removal as described above has not occurred by the date that the Lease expires, and the Lease has not been renewed, has been terminated, or as of the date of the Lessee default, all right, title and interest of the Lessee to any of the non-approved improvements shall, upon thirty (30) days written notice to the Lessee, or at a date determined at the sole discretion of the Lessor, but not less than thirty (30) days, be deemed to revert to the State of Idaho, and shall be considered abandoned in place by the Lessee.
  - ii. Any non-approved improvements not removed by the Lessee may be removed by the Lessor at the Lessee's sole cost and expense. Any attorney fees and collection costs incurred by the Lessor shall also be the Lessee's responsibility. Lessor has the right to enter the Leased Premises and remove any of the improvements, or otherwise dispose of such improvements, and to charge the cost of removal and/or disposal and restoration to the Lessee. Lessee shall also be responsible for all collection costs including, but not limited to, reasonable attorney fees and interest incurred or accrued prior to, and following the filing of suit, including costs and fees incurred on appeal.

12. Sale, Exchange or Change in Use of Leased Premises.

- A. Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease, provided the sale or any portion thereof is subject to the Lease. Lessor will notify Lessee that the Leased Premises are

being considered for sale at the time the proposed sale is scheduled for submission to the State Board of Land Commissioners for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease. When creditable Improvements are present and are allowed to remain upon the Leased Premises, and Lessee delivers possession of the land, then Lessor shall value the Lessee-owned improvements in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided herein, and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.

- B. Consent To Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of the Leased Premises, or any portion thereof, in any land exchange deemed necessary or appropriate by Lessor, provided the exchange of all or any portion thereof is subject to the Lease. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice.

13. Relations of the Parties.

Lessee is not an officer, employee, or agent of the Lessor. Lessee covenants that it will satisfy and hold Lessor harmless against any lien, judgment, or encumbrance filed or made against the Leased Premises at the Lessee's sole and separate cost or expense.

14. Insurance.

Lessee shall purchase and keep in force all insurance required by this Lease. Any failure to comply with any of the terms of this section shall be a breach of this Lease. For the duration of this Lease and until all activity in accordance with this Lease is completed, Lessee shall have and maintain or cause to be maintained, at Lessee's expense, the types of insurance set forth below and shall comply with all limits, terms and conditions of such insurance, and shall require all of its contractors and subcontractors to maintain the same types of insurance and limits. By requiring the insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability to Lessor or under any indemnities granted to Lessor in this Lease.

- A. Commercial General and Umbrella Liability Insurance. Lessee shall maintain commercial general liability ("CGL") with a combined limit of not less than ten million dollars (\$10,000,000) each occurrence. If such CGL insurance, or any umbrella policy, contains a general aggregate limit, it shall apply separately to the Leased Premises, shall not be less than ten million dollars (\$10,000,000), and shall provide that defense costs shall be and remain outside policy limits. Lessee waives all rights against Lessor and any additional insured for recovery of damages to the extent these damages are covered by the CGL or commercial umbrella liability insurance maintained pursuant to this Lease. CGL insurance and any umbrella policy shall:

- i. Be in a form and from an insurance company satisfactory to Lessor and shall cover liability for bodily injury, property damage, and personal injury arising from Lessee's use and/or occupation of the Leased Premises including, without limitation, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract; and
- ii. Include the State of Idaho, the Board of Land Commissioners, the Idaho Department of Lands, and their officers, agents, and employees respectively as additional insured, and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, and non-contributory with, any additional insured.

- B. Builders Risk/Installation Floater Insurance. During the course of any construction or alteration of any facilities or improvements, if any, on the Leased Premises by Lessee, Lessee shall maintain in force, at its own expense, Builders Risk/Installation Floater Insurance, including soft costs and any offsite locations, on an all risk of direct physical loss from, including earthquake and flood (if reasonably available), for an amount proportionate to the amount of the construction contracts performed on the Leased Premises. Any deductible amount shall not exceed two hundred fifty thousand dollars (\$250,000) for each loss, except earthquake and flood deductibles shall not exceed two percent (2%) of the value at risk at the time of each

loss or two hundred fifty thousand dollars (\$250,000) for each loss, whichever is more. The policy shall include, as an additional insured, Lessor as its interests may appear and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor.

- C. Property Insurance. Lessee shall throughout the term of this Lease, at its own expense, keep and maintain in full force and effect commercial property insurance covering the facilities and improvements, if any, located on the Leased Premises. Commercial property insurance shall, at a minimum, cover all perils insured under the ISO Special Causes of Loss Form. The amount insured shall equal the full estimated replacement cost of the property insured. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as otherwise appropriate under the particular policy form. Lessor shall be included as a loss payee under the commercial property insurance, and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor. During Phase 2 of this Lease, Lessee shall purchase, as part of Lessee's property insurance, business income, business interruption, extra expense or similar coverage, for actual loss sustained. In no event shall Lessor be liable for any business interruption or other consequential loss sustained by Lessee, whether or not it is insured.
- D. Workers Compensation and Umbrella Liability Insurance. Lessee and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of five hundred thousand dollars/five hundred thousand dollars/five hundred thousand dollars (\$500,000 / \$500,000 / \$500,000). Lessee must maintain coverage issued by a surety licensed to write workers' compensation insurance in the state of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- E. Environmental Impairment/Pollution Insurance. In the event hazardous materials are used in the course of the Event that could be introduced onto the Leased Premises, Environmental Impairment/Pollution Insurance will be required in an amount determined by the Lessor.
- F. Lessee's Insurance Policy Requirements.

All insurance required under this Article shall be with companies licensed and admitted in Idaho and approved for this Lease by Lessor. Lessor's general requirements for such approval include a current A.M. Best's rating of A- or better. Prior to taking occupancy or commencing construction and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, and a copy of any applicable policy or policy endorsement showing compliance with all insurance requirements set forth herein. All policies required under this Article shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. Lessee shall provide Lessor with certificates of insurance and policy endorsements as follows:

Coverage

Evidence of Coverage

CGL

Policy Endorsement and copy of policy evidencing each required coverage

Builders Risk/Installation Floater Insurance

Policy Endorsement and copy of policy evidencing each required coverage

Property Insurance

Policy Endorsement and copy of policy evidencing each required coverage

Automobile Liability

Certificate of Insurance evidencing required coverage

Workers Compensation/  
Employers Liability Insurance

Certificate of Insurance evidencing required coverage

Should any of the policies described herein be cancelled or terminated prior to the expiration date thereof, the insurer affording coverage, and Lessee shall also provide Lessor thirty (30) days' written notice prior to any such cancellation or termination or, if such prior advanced written notice cannot reasonably be provided, then either the insurer or Lessee shall immediately notify Lessor of any such cancellation or termination as soon as either becomes aware of any such cancellation or termination. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits of insurance exhausted by Lessor, shall not affect coverages provided to Lessor, the State of Idaho, the Board of Land Commissioners and the Idaho Department of Lands, its officers and employees. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance. Lessee shall provide certified copies of all insurance policies required above within thirty (30) days of Lessor's written request for said copies. If Lessee's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.

- F. Proof of Insurance. Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance on the form approved by the Idaho Department of Insurance executed by a representative of each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein, including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- G. Payment of Premiums - Policy Renewals - Lessor's Right to Purchase. Lessee shall pay premiums and be responsible for all deductibles for all of the insurance policies it is required to carry under the terms of this Lease, and shall deliver to Lessor evidence of such payment before the payment of any premiums become in default. Lessee shall also cause renewals of expiring policies and shall furnish Lessor with certificates showing such renewed policies at least ten (10) days before the policy's expiration date. If Lessee fails to maintain the insurance as set forth herein, while such failure is a default under the terms of this Lease, Lessor shall have the right but not the obligation to purchase said insurance at Lessee's expense, in addition to any other remedy available at law or in equity.
- H. No Limitation of Liability. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.

15. Security Generally.

- A. Format and Renewal. All bonds, letters of credit, and either cash or certificates of deposits (which may be referred to throughout this Lease generically as "bonds") shall be in a form acceptable to Lessor, conditioned upon Lessee's good faith compliance with all laws and rules of the State of Idaho, all provisions of this Lease, and all terms and conditions imposed by the State of Idaho. All bonds shall be issued by an Idaho qualified U.S. Bonding Corporation and all letters of credit, and cash or certificates of deposits shall be subject to Lessor's approval and shall provide for notice to Lessor prior to any cancellation or lapse thereof. Upon the failure of Lessee to maintain any required bond, letter of credit, or cash or certificate of deposit in full force and effect at all times during the life of this Lease, Lessor shall have the right to cancel this Lease or to declare a default and terminate this Lease. A substitute bond, a new letter of credit, or a new cash or certificate of deposit, or an extension of the expiration date of any existing bond, letter of credit, or cash or certificate of deposit, must be received by Lessor no later than thirty (30) days before the expiration, cancellation or other termination of the bond, letter of credit, or cash or certificate of deposit. Failure to provide such replacement thirty (30) days prior to the expiration, cancellation or other termination shall constitute a material breach of this Lease and shall be grounds for Lessor to terminate this Lease, pursue any other remedy at law or in equity, including, but not limited to, presenting any such letter of credit, or cash or certificate of deposit for payment, or to make demand under any such bond. Presentation of any such bond, letter of credit, or cash or certificate of deposit for payment, or the demand and payment under any such bond, letter of credit, or cash or certificate of deposit, shall in no way limit the liability or obligations of Lessee, or the rights and remedies of Lessor, under this Lease. The form of any bonds, letters of credit, and cash or certificates of deposit shall be presented to Lessor for acceptance prior to the issuance of such

bonds or letters of credit, or cash or certificates of deposit, or they may be rejected as insufficient in Lessor's discretion, or shall be modified or amended as may be reasonably required by Lessor.

- B. Lessor Determined Bond. The amount of bond or other security to be obtained by Lessee for the aspect of Lessee's operation described in this Lease shall be determined by Lessor.
- C. Adjustment of Security Amount. At intervals of not less than three (3) months after approval of the Plan and the Reclamation Plan, as applicable, Lessor may, in Lessor's reasonable discretion, following consultation with Lessee, revise the estimate of the cost of development or reclamation in accordance with the approved plan to reflect then current costs and prices for the work and materials necessary for work under the plan. Within thirty (30) days of receipt of such revised estimate, Lessee shall then cause the existing security to be adjusted to reflect the amount of the revised estimate.
- D. Construction Security. Prior to the commencement of construction of any facilities or improvements on the Leased Premises, Lessee shall furnish good and sufficient payment and performance bonds, letters of credit, cash or certificate of deposit, all subject to approval by Lessor in Lessor's discretion. Any such bonds, letters of credit, cash or certificates of deposit shall be in an amount prorated for that portion of the contracted construction activity to take place in or upon the Leased Premises and shall be one-hundred twenty five percent (125%) of the full contract amount required for all such construction activities of facilities and improvements on the Leased Premises; said security shall be in favor of Lessor to protect Lessor against any and all loss due to Lessee's failure to complete such construction in accordance with the Plan or Lessee's failure to pay contractors, subcontractors or others who may provide goods and services to Lessee. Any bond, letter of credit, cash or certificate of deposit accepted by Lessor pursuant to this Lease shall be made payable to Lessor upon demand or presentment for payment. The period of liability to maintain the security shall not be terminated until the completion of construction of all facilities and improvements to be constructed on the Leased Premises under the applicable contract for construction as determined by Lessor; the expiration of the timeframe under applicable law for filing of lien claims with respect to such construction has expired; and upon the prior written notice by Lessee to Lessor certifying the satisfaction of such events, and the written consent of Lessor to release such security, which consent shall not be unreasonably withheld.
- E. Operating Security. Ten (10) days after the Commencement Date of this Lease, Lessee shall furnish a good and sufficient security bond, letter of credit, cash, or certificate of deposit satisfactory to Lessor in the amount of one (1) year's Rent which shall secure payment of Rent for the second year of this Lease.
- F. Reclamation Security. Upon approval of the Reclamation Plan, Lessee shall furnish a good and sufficient letter of credit, bond, cash or certificate of deposit in the amount equal to one-hundred twenty five percent (125%) of Lessor's reasonable estimate of the cost of reclamation in accordance with the approved Reclamation Plan. The period of liability of the letter of credit, bond, cash or certificate of deposit shall not be terminated until all terms and conditions of the approved Reclamation Plan have been completed, and the security is released in writing by the Director of the Department of Lands.

**16. Indemnification & Release of Liability**

- A. Indemnification. Lessee shall indemnify, defend, and hold harmless the Lessor, the State of Idaho, the State Board of Land Commissioners, the Idaho Department of Lands, and its officers, agents, and employees from and against any liability, claims, damages, losses, debts, obligations, judgments, expenses or actions, including, but not limited to, reasonable attorney fees caused by or arising out of any act or omission of Lessee, or Lessee's agents, employees or invitees, or any act or omission arising out of or connected with the use or occupation of the Leased Premises, or arising from the Lessee or Lessee's agents, or employees' failure to comply with any applicable law. If it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and attorney fees incurred by the Lessor in effecting any such defense or response in addition to all other sums that the Lessor may be called upon to pay by reason of the entry of any judgment against it in any litigation in which such claim is asserted. This indemnification shall survive the termination or expiration of this Lease.
- B. Release of Liability. Lessee and the person the subject of the Event (the "Jumper") does hereby release, and shall sign a release of liability (the "Release"), in the form of Exhibit \_\_, on behalf of itself and anyone claiming by, through, or under Lessee and/or the Jumper, releasing Lessor, the State of Idaho as well as any and all state agencies, its officers, agents, and employees, from any and all liability of any kind related to the Event, including, but not limited to, the personal injury or death of the Jumper.

17. Inspection and Audit Rights.

- A. Inspection by Lessor. Lessee shall permit Lessor or Lessor's authorized agent or designee to inspect and enter the Leased Premises and any improvement at any reasonable time.
- B. Audit Rights. The Lessor shall have the right to conduct an audit of all revenue generating or in-kind payments made to the Lessee related to the Event. The Lessee shall keep full, complete and proper books, records and accounts of Gross Revenue according to Generally Accepted Accounting Principles as would be normally examined and required to be kept by an independent accountant when performing an audit of Lessee's business to verify the accuracy of Lessee's statements of Gross Revenue. All such books, records and accounts shall be kept for a period of at least seven (7) years following the end of each Lease Year. Within three (3) years after the end of any Lease Year, Lessor, its agents and employees, upon at least seven (7) days' prior written notice, may examine and inspect all of the books and records relating to the Leased Premises, including relevant income tax returns, for the purpose of investigating and verifying the accuracy of any prior statement of Gross Revenue. During the term of this Lease, Lessee may mark any records provided under this section as trade secrets, proprietary information or by such other designation as Lessee believes applicable to exempt such documents from public disclosure pursuant to the Idaho Public Records Law (Idaho Code §§ 9-337 through 9-350), and Lessor shall treat the information as confidential as provided in this Lease. If the results of the audit show that Lessee's statement or statements of Gross Revenue for any period has been understated, then, within ten (10) days of the receipt of notice of the determination of such deficiency, Lessee shall pay any applicable deficiency to Lessor, together with interest thereon at the default rate, from the date such payment should originally have been made until the date actually paid, provided however, this provision for payment of a deficiency shall not be deemed a waiver of any default remedies available to Lessor as a result of such deficiency. If the results of the audit show that Gross Revenue for the audit period have been understated by five percent (5%) or more, Lessee shall also pay Lessor the cost of the audit.

18. Reservations by Lessor.

The Lessor expressly reserves and excepts the following rights from the Lease:

- A. All timber rights, rights for oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by the Lessor.
- B. The right to grant easements over the Leased Premises, providing said easements do not conflict in a material way with the approved improvements installed and maintained or operated by the Lessee upon the Leased Premises.
- C. The right to require that changes be made to the sanitation or other facilities for the protection of public health, safety or preservation of the Leased Premises.
- D. The right to issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other lease, so long as such other use does not materially interfere with the authorized use under this Lease.
- E. To reserve, as its sole property, any and all water from any source arising on state land and to hold the water rights for any beneficial use that may develop as a result of this Lease.
- F. Right of ingress and egress over and across the Leased Premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

19. Confidential Information.

Insofar as Lessee seeks to maintain the confidentiality of its confidential or proprietary information, Lessee must clearly identify in writing the information it claims to be confidential or proprietary. Lessee acknowledges that Lessor is subject to the Idaho Public Records Law (Idaho Code §§ 9-337 through 9-350). Lessor shall maintain the confidentiality of the identified information insofar as it is consistent with applicable laws or regulations. In the event Lessor receives a request for the information identified by Lessee as confidential, Lessor shall notify Lessee and specify the date Lessor will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be Lessee's sole responsibility and at Lessee's expense. If Lessee fails to obtain a court order enjoining the disclosure, Lessor shall release the information on the date specified in Lessor's notice to Lessee without any liability to Lessee.

20. Lessee's Default.

- A. Lessee's breach of any of the terms of this Lease shall constitute a default and shall be a basis for termination of the Lease. Lessor shall provide Lessee written notice of the breach or violation and, if applicable, the corrective action required of Lessee. The notice shall specify the reasonable time to make a correction or cure the violation or breach if a correction or cure is possible. If the corrective action or cure is not taken within the specified time or does not occur, then the Lessor may cancel the Lease effective on the date specified for the corrective action or cure to have taken place.
- B. Lessee agrees to relinquish possession of the Leased Premises immediately upon any termination or expiration of the Lease and to immediately remove any and all improvements placed upon the Leased Premises and to restore the Leased Premises as set forth above. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies as against Lessee as may be available at law or in equity, and Lessor's pursuit of any particular remedy for breach or default shall not, in and of itself, constitute a waiver or relinquishment of any other available remedy, claim or cause of action by Lessor against Lessee.

21. Termination.

A. Termination by Lessee.

- i. During Phase 1 of this Lease, Lessee may terminate this Lease by giving Lessor ninety (90) days' prior written notice of termination. Upon termination during Phase 1, Lessee shall not be entitled to refund or credit of the Rent or bonus bid paid by Lessee. If this Lease is terminated during Phase 1, Lessee shall restore the Leased Premises to its natural contour and vegetative state.
- ii. During Phase 2 of this Lease, Lessee may terminate this Lease by giving Lessor ninety (90) days' prior written notice of termination and completing all Lessee's obligations under the Reclamation Plan accepted by Lessor. Upon termination during Phase 2, Lessee shall not be entitled to refund or credit of the Rent or bonus bid paid by Lessee. If this Lease is terminated during Phase 2, Lessee shall restore the Leased Premises to its natural contour and vegetative state.
- iii. Upon termination during Phase 1 or Phase 2, Lessee's actions on the Leased Premises shall be limited to those necessary for completion of its obligations under the Reclamation Plan.
- iv. If different Phases are occurring simultaneously, then the Termination provisions applicable to the most advanced Phase shall apply.

B. Termination by Lessor for Lessee's Default.

- i. Lessee shall be in default hereunder if any one or more of the following occurs:
  - a. Lessee fails to pay when due any installment of Rent, or any other sum due hereunder;
  - b. Lessee fails to observe or perform any other of the terms, covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by Lessee under this Lease when the same become due;
  - c. Lessee becomes insolvent or proceedings in bankruptcy or for liquidation, reorganization or rearrangement of Lessee's affairs are instituted by or against Lessee;
  - d. A receiver or trustee is appointed for all or substantially all of Lessee's business or assets;
  - e. A trustee is appointed for Lessee after a petition has been filed for Lessee's reorganization under the United States Bankruptcy Code, or if this lease be rejected under § 365 of the United States Bankruptcy Code;
  - f. Lessee shall make an assignment for the benefit of its creditors;
  - g. Lessee makes a transfer, novation, assignment, or sublease not approved by Lessor;
  - h. Lessee's failure to complete the requirements of any phase;

- i. Lessee's failure to complete a phase prior to the conclusion of its maximum period without the prior written approval of Lessor;
  - j. Lessee allows a lien to be filed or continued in existence without Lessor's express prior written consent ; or
  - k. Any other event or condition defined as a default in this Lease.
- ii. The following cure periods shall apply to Lessee's default under this Lease.
- a. As to any failure referred to in Subsection 19.B.i.a, 19.B.i.g, 19.B.i.h, 19.B.i.j or 19.B.i.k, above, Lessee shall be allowed fifteen (15) days from the date of notice thereof to effect a cure by payment in full of such Rent or other sum due hereunder, or curing any other event of default;
  - b. As to any failure or default referred to in this Lease, Lessee shall be allowed the period specified in this Lease for cure, or if no cure period is specified, Lessee shall be allowed thirty (30) days from the date of notice thereof to effect a cure, provided however, in the case of any curable failure referred to in Subsection 19.B.i.b, above, which cannot with diligence be cured within the applicable cure period, if Lessee shall commence to cure within the applicable cure period and thereafter to prosecute continuously to complete the curing of such failure with diligence, the time within which to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence.
  - c. As to an occurrence of any event described in Subsections 19.B.i.c through 19.B.i.f, and 19.B.i.j, above, but only if such is the result of action brought against Lessee and without Lessee's concurrence, Lessee shall be allowed a period of thirty (30) days from the commencement of proceedings to have the same dismissed and any receiver or trustee appointed thereunder discharged.
  - d. All default and grace periods shall be deemed to run concurrently and not consecutively.
- iii. In the event of any default by Lessee, if not cured within the applicable cure period, if any, Lessor, at its election, may enforce, by judicial action or otherwise, any one, or any combination, of any and all remedies available at law or in equity, or without limitation of any such remedies, any one, or any combination, of the following:
- a. Lessor may terminate this Lease, re-enter upon all or any part of the Leased Premises, either with or without process of law, Lessee hereby waiving any demand for possession, and remove Lessee and any persons or property from the Leased Premises, and Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or termination;
  - b. Lessor may re-let the Leased Premises or any part or parts thereof, either in the name of Lessor or otherwise, for a term or terms, which may at Lessor's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent or charge a higher rental than that in this Lease; and
  - c. Lessor may collect from Lessee damages incurred by or resulting to Lessor for the failure of Lessee to observe and perform any term, condition, covenant, duty or obligation of this Lease.
  - d. Lessor may allow the Lease to remain in full force and effect and enforce all of Lessor's rights and remedies hereunder.
  - e. Remove Lessee's property and store the same at Lessee's expense, or require Lessee to remove the same.
- iv. The failure of Lessor to re-let the Leased Premises or any part or parts thereof shall not release or affect Lessee's liability for damages. In computing such damages there shall be added to the said deficiency such expenses as Lessor may incur in connection with re-letting, such as legal expenses, reasonable attorney fees, brokerage, advertising and for keeping the Leased Premises in good order or for preparing the same for re-letting. Any such damages shall be paid in installments by Lessee on the Rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any period shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent period by a similar proceeding. Lessor, in putting the Leased Premises in good order or preparing the same for re-

letting may, at Lessor's option, make such alterations, repairs, or replacements to the Leased Premises as Lessor, in Lessor's sole judgment, considers advisable and necessary for the purpose of re-letting the Leased Premises, and the making of such alterations, repairs, or replacements shall not operate or be construed to release Lessee from liability hereunder as aforesaid. Lessor shall in no event be liable in any way whatsoever for failure to re-let the Leased Premises, or in the event that the Leased Premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Lessee be entitled to receive any excess, if any, of such net rents collected over the sums payable by Lessee to Lessor hereunder. In the event of a breach or threatened breach by Lessee of any of the covenants or provisions hereof, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy, shall not preclude Lessor from any other remedy, in law or in equity. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of Leased Premises, by reason of the violation by Lessee of any of the covenants and conditions of this Lease, or otherwise.

- C. Surrender by Lessee Upon Expiration of Lease Term or Upon Termination. Upon expiration of the Lease term or if sooner terminated, Lessee shall immediately and peaceably surrender and deliver up the Leased Premises to Lessor.
- D. Reclamation of Leased Premises. Prior to or upon expiration or termination of this Lease, Lessee shall complete reclamation of the Leased Premises in accordance with the Reclamation Plan accepted by Lessor.
- E. Holding Over. If Lessee or any successor in interest of Lessee should remain in possession of the Leased Premises, or continue using the Leased Resources, after expiration or termination of the Lease term without executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the covenants, terms, provisions and obligations of this Lease, except that the reasonable rent for the holdover period shall be two (2) times the Rent payable immediately preceding the first day of the holdover period. Nothing contained herein shall be construed as Lessor's permission for Lessee to hold over or as limiting Lessor's remedies at law or in equity against Lessee, and if the Leased Premises or Leased Resources are not surrendered at the end of the Lease term, Lessee shall indemnify Lessor for, from and against any loss or liability resulting from the delay by Lessee in so surrendering the Leased Premises or Leased Resources, including without limitation, any claims made by any succeeding lessee based on such delay.

22. Notices.

- A. All notice(s) including, but not limited to, a change in address, given in connection with the Lease shall reference the Lease number, shall be in writing and shall be delivered either by hand or by regular United States Mail, return receipt requested, to Lessor at the address listed in the Summary of Lease Provisions, and to Lessee at the address listed in Summary of Lease Provisions.
- B. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is the Lessee's duty to notify Lessor, in writing, of any change in Lessee's mailing address.

23. Waiver.

The waiver by the Lessor of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. The acceptance of rent by the Lessor hereunder shall not be construed to be a waiver of any term, covenant or condition of this Lease. No payment by the Lessee of any amount less than that due and owing, according to the terms of this Lease, shall be deemed or construed to be other than a partial payment on account of the most recent rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction. Any payment shall be applied first to late charges, accrued interest and costs incurred by the Lessor as a result of the Lessor's breach of any term, covenant or condition of this Lease, then to the principal balance owing by the Lessee to the Lessor hereunder.

24. Attorney Fees and Costs.

In the event either party to this Lease shall institute a lawsuit of any kind under this Lease or any action is taken by either party to obtain performance of any obligation due under this Lease, then the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees, accountant fees and appraiser fees and fees of other experts, reasonably incurred therein by the prevailing party, including

all such costs and expenses incurred with respect to an appeal and such may be included in the judgment entered in such action.

25. Officials, Agents and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

26. Miscellaneous.

- A. Modification. The terms and conditions of this Lease may be modified only by the prior written consent of the authorized representatives of the Lessor and Lessee.
- B. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease, shall be deemed to enlarge, limit, or otherwise affect the operation of this Lease.
- C. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- D. Paragraph Headings. The paragraph headings, titles, and captions used in this Lease are not to be construed as interpretations, but are inserted for convenience and reference only.
- E. Entire Agreement. This Lease (including the Summary of Lease Provisions, Lease Provisions, Signature Pages and all Attachments) contain the entire agreement between the parties as of the Commencement Date concerning the subject matter hereof, and supersedes all prior or contemporaneous agreements, whether written or oral.
- F. Governing Law and Forum. This Lease shall be construed in accordance with, and governed by, the laws of the State of Idaho; and, the parties consent to the jurisdiction of Idaho State Courts located in Ada County in the event of any dispute with respect to this Lease.
- G. Binding on Heirs and Successors. It is understood and agreed that all terms, covenants, and conditions hereof shall be binding upon the approved subleases, approved assignees, and upon Lessee's heirs or successors-in-interest.
- H. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of appropriate jurisdiction, for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions shall not in any way be adversely affected or impaired.
- I. Licenses, Permits and Authorizations. Lessee shall be responsible for obtaining and paying any and all costs or fees for any license, permit or authorization that may be required from any applicable entity or governmental body which may be required by any applicable federal, state or local governmental law, rule, regulation or ordinance, or as required in the course of doing business or as related to the use and purpose of this Lease.



ATTACHMENT A

**SPECIAL TERMS AND CONDITIONS**

The following terms and conditions are applicable to any and all activities of Lessee on the Leased Premises.

Only single service plastic containers are to be used for serving beer, liquor and wine. Containers for beer must have a minimum and maximum capacity of sixteen (16) ounces.

No bottles are to leave the service counter. Containers are not required for canned beer but cans must be opened before serving.

Sufficient washrooms must be available for use adjacent to the outdoor location, without having to cross roadways.

In cases where there are no washrooms available portable toilets must be rented. These toilet facilities are to be reserved for the sole use of patrons, only accessible from inside the Occasional Permit area and are to be provided with the following:

1. A minimum of two (2) toilets are to be provided for each sex
2. Three (3) toilets each for 101 to 200 persons
3. Four (4) toilets each for 201 to 300 persons
4. Toilets are to comply with health requirements
5. Hand-washing facilities are to be available and provided with soap, paper towels and waste containers

A sufficient number of refuse containers are to be located throughout the Occasional Permit area, which are to be emptied and refuse removed from the site at regular intervals. In addition, Organizers are responsible for the removal of all garbage and cleanup of the site after the event.

Security must be provided to keep spectators at least twenty (20) feet from the canyon rim at all times.

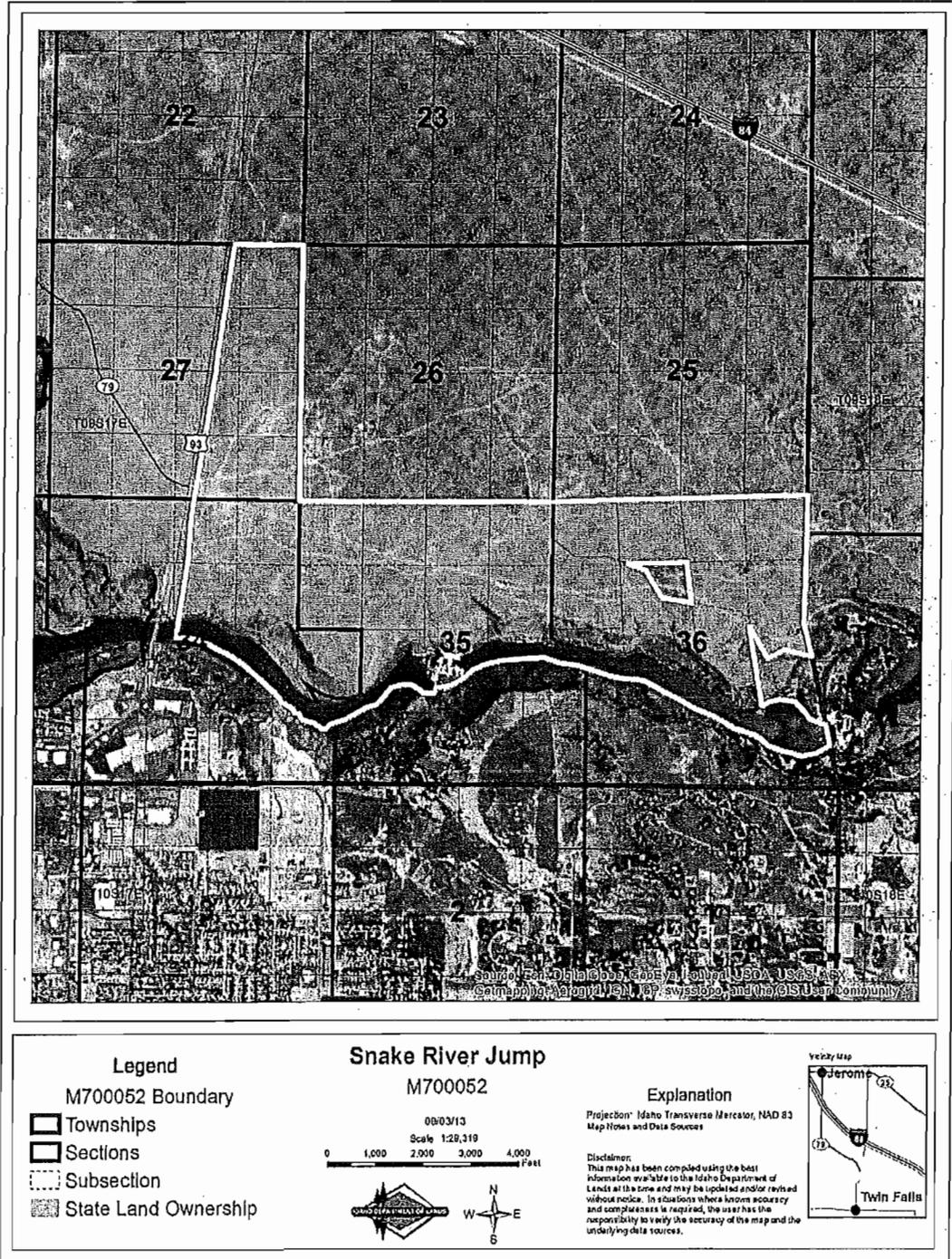
ATTACHMENT B

LEGAL DESCRIPTION OF LEASED PREMISES

Township, Range, Section	Legal Description	County	Endowment	Acres
09S 17E 27	Gov Lot 7, Pts Gov Lot 6, E2NE, NESE, Pts W2NE, Pts NWSE	Jerome	PS	219.83
09S 17E 34	Gov Lots 7, 12, 14, Pts Gov Lots 8, 13	Jerome	PS	178.69
09S 17E 34	Bed of Snake River, adj to Gov Lots 12-14 (3,850 ft)	Jerome	GF	0
09S 17E 35	Gov Lots 10, 11, 13, NW, N2NE	Jerome	PS	359.7
09S 17E 35	Bed of Snake River, adj to Gov Lots 10, 11, 13 (5,275 ft)	Jerome	GF	0
09S 17E 36	Gov Lots 1, 2, 4, 5, 10-12, 14, N2NE	Jerome	PS	388.6
09S 17E 36	Bed of Snake River, adj to Gov Lots 7, 10, 12, 14, 15 (5,560 ft)	Jerome	GF	0

ATTACHMENT C

Site Map(s)



ATTACHMENT D

ANNUAL GROSS REVENUE REPORT FOR PERIOD BETWEEN  
 COMMENCEMENT DATE OR ANNIVERSARY OF \_\_\_\_\_ 20\_\_\_\_  
 AND ENDING \_\_\_\_\_ 20\_\_\_\_  
 State of Idaho Lease M700052  
 LESSEE NAME:

[Annual Report and Payment are DUE on or before a date which is six months following the termination of each lease year]

In accordance with the terms of this Lease, whether or not Gross Revenue rent is due, Lessee shall provide to Lessor a verified report of any and all Gross Revenue for the previous Lease year. Said report and any rent due thereunder shall be due on or before such date which is six (6) months following the termination of each lease year.

Gross Revenue shall be separately listed for each and every source of revenue or income, including, but not limited to, television rights, film rights, movie rights, documentary rights, interviews, tickets, concessions, merchandise sales, souvenir sales, payments or value received in-kind or subject of trade valued in money, etc.

▶ TOTAL GROSS REVENUE FOR TRANSMISSION RIGHTS AND SPONSORSHIPS (Enter on Line 1)		\$	Line 1
▶ TOTAL GROSS REVENUE CALCULATION FOR TRANSMISSION RIGHTS AND SPONSORSHIPS			
Total Gross Revenue (Line 1) x Gross Revenue Rate 3% (Multiply Line 1 by 3% and enter on Line 2)		\$	Line 2
▶ TOTAL GROSS REVENUE FOR ALL OTHER REVENUE STREAMS (Enter on Line 3)			
▶ TOTAL GROSS REVENUE CALCULATION FOR ALL OTHER REVENUE STREAMS			
Total Gross Revenue (Line 3) x Gross Revenue Rate 5% (Multiply Line 3 by 5% and enter on Line 4)		\$	Line 4
▶ ADD LINES 2 AND 4		SUBMIT PAYMENT FOR THIS AMOUNT:	\$
			Line 5

I hereby certify that the above amount accurately and correctly states the Gross Revenue for the above-referenced lease site and use(s) to the best of my knowledge.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

Please mail the completed form to the IDL Area Office that administers this lease at:

INSERT Area Office  
 Address  
 City, State Zip

\*\*\*\*\* Area and Bureau Office Use Only \*\*\*\*\*

Form Distribution: Bureau Copy  
 Area Copy

(IDL DATE STAMP)

DIVISION OF LANDS AND WATERWAYS  
ENDOWMENT LEASING BUREAU  
300 NORTH 6<sup>TH</sup> STREET, SUITE 103  
POST OFFICE BOX 83720  
BOISE ID 83720-0050  
PHONE (208) 334-0200  
FAX (208) 334-3698



THOMAS M. SCHULTZ, JR., DIRECTOR  
KATHY OPP, DEPUTY DIRECTOR

STATE BOARD OF LAND COMMISSIONERS  
C. L. "Butch" Otter, Governor  
Ben Ysursa, Secretary of State  
Lawrence G. Wasden, Attorney General  
Brandon Woolf, State Controller  
Tom Luna, Sup't of Public Instruction

September 6, 2013

**CERTIFIED MAIL**

Name of Applicant \_\_\_\_\_  
Lease # M700052

**RE: Lease Provisions/Terms Acceptance Form:**

I acknowledge that I have received a copy of the lease document including the special provisions for the above lease and ***I accept them as written***. I understand that when I bid at the conflict auction that I will be bidding for a lease with these same lease terms and special provisions. \*

Signed \_\_\_\_\_ Date \_\_\_\_\_

\* **Must be received by Department of Lands no later than 5 p.m. Mountain Time, September 13, 2013. Fax to number above or email to [bpietras@idl.idaho.gov](mailto:bpietras@idl.idaho.gov).**



# APPLICATION FOR USE OF STATE LANDS

*Note: All application fees are non-refundable. Incomplete applications will be rejected and returned to applicant.*

**APPLICANT DATA:** All documents must contain the full legal name of the applicant or the business entity name on file with the Idaho Secretary of State. Certificate of Good Standing must be provided for all business entities.

Individual or Family Trust Name:	Business or Entity Name:
Last _____	_____
First _____	Business or Entity Registration No. (or proof of pending application)
Middle _____	_____
DBA: _____	_____

**ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION**

Street: _____	Business: _____
PO Box: _____	Contact Name: _____
City: _____	Fax: _____
State: _____	Contact Name: _____
Zip +4: _____	Home: _____
Country: _____	Contact Name: _____
Attention: _____	Cell Area Code/Phone#: _____
Title: _____	Contact Name: _____
	Email Address(es): _____

*I hereby certify that I am the applicant or authorized representative of the applicant and that the information contained in this application is true and correct to the best of my knowledge and further acknowledge that falsification of any information contained herein, or provided herewith, will be grounds for rejection of the application.*

Date \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Name (if applicable)

\_\_\_\_\_  
Title (if applicable)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Seal

\_\_\_\_\_  
Notary Public

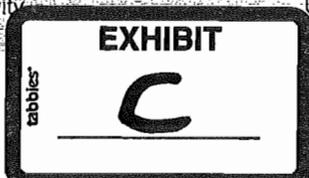
My Commission Expires: \_\_\_\_\_

**DESCRIBE PROPOSED USE HERE (check here  and attach additional pages if needed):**

**PROVIDE LEGAL DESCRIPTION(S) ON ATTACHMENT A**

**IF ADDITIONAL APPLICANTS CHECK HERE  AND COMPLETE ATTACHMENT B.**

Instrument No. _____	Activity _____	Area Office Use _____	Use _____	Fee \$ _____
----------------------	----------------	-----------------------	-----------	--------------





# Attachment A – Property Description

Twn	Rng	Section	Description <i>(to the quarter-quarter) (include name of lake or riverbed, if applicable)</i>	County	Acres	Area Office Use						
						(IDL Fund)	Grazing Acres	Irrigated Acres	Dryland Acres	Wasteland Acres	AUMS	
9S	17E	27	Parts of Gov't Lots 6 & 7	Jerome	+/- 65.72	PS						
9S	17E	34	Parts of Gov't Lots 8 & 13 Gov't Lots 7, 14	Jerome	+/- 140.51	PS						
9S	17E	35	NW, N2NE, Gov't Lots 10, 11, 12, & 13	Jerome	+/- 399	PS						
9S	17E	36	Gov't Lots 2, 10, 11, & 12	Jerome	+/- 146.9	PS						

Instrument No. \_\_\_\_\_



# Attachment B – Multiple Applicants

**COMPLETE FOR ADDITIONAL APPLICANTS:** *Application must contain the full legal name of all applicants. If applicant is a business or other entity, information required for all business principals.*

**Instrument No.**

<b>Individual or Family Trust Name:</b>	<b>Business or Entity Name:</b>
Last _____	_____
First _____	_____
Middle _____	<b>Business or Entity Registration No. (or proof of pending application)</b>
DBA: _____	_____

**ADDRESS AND CONTACT INFORMATION**

Street: _____	Business: _____
PO Box: _____	Contact Name: _____
City: _____	Fax: _____
State: _____	Contact Name: _____
Zip +4: _____	Home: _____
Country: _____	Contact Name: _____
Attention: _____	Cell Area Code/Phone#: _____
Title: _____	Contact Name: _____
	Email Address(es): _____

<b>Individual or Family Trust Name:</b>	<b>Business or Entity Name:</b>
Last _____	_____
First _____	_____
Middle _____	<b>Business or Entity Registration No.</b>
DBA: _____	_____

**ADDRESS AND CONTACT INFORMATION**

Street: _____	Business: _____
PO Box: _____	Contact Name: _____
City: _____	Fax: _____
State: _____	Contact Name: _____
Zip +4: _____	Home: _____
Country: _____	Contact Name: _____
Attention: _____	Cell Area Code/Phone#: _____
Title: _____	Contact Name: _____
	Email Address(es): _____

<b>Individual or Family Trust Name:</b>	<b>Business or Entity Name:</b>
Last _____	_____
First _____	_____
Middle _____	<b>Business or Entity Registration No.</b>
DBA: _____	_____

**ADDRESS AND CONTACT INFORMATION**

Street: _____	Business: _____
PO Box: _____	Contact Name: _____
City: _____	Fax: _____
State: _____	Contact Name: _____
Zip +4: _____	Home: _____
Country: _____	Contact Name: _____
Attention: _____	Cell Area Code/Phone#: _____
Title: _____	Contact Name: _____
	Email Address(es): _____



# APPLICANT INFORMATION REQUEST

Applicants shall provide the following information for evaluation by the Idaho Department of Lands in conjunction with the Application for Use and the corresponding application fee.

## A. PROJECT SUMMARY

### 1) Proposal.

Provide a statement of the applicant's project proposal. Include information regarding the business/development philosophy and targeted markets and customers.

### 2) Authorization Requested.

Describe the land use authorization requested (e.g. lease, permit, and easement) and the length of time needed to make the project feasible.

### 3) Location.

Provide a vicinity map, site plans and aerial photographs including Township, Range and Section references.

## B. PROPOSED DEVELOPMENT

### 1) Proposed Improvements.

Please describe the following:

- a) Proposed permanent and temporary improvements and their estimated costs
- b) The anticipated operation and maintenance requirements and responsibilities
- c) The projected schedule for development and operation, including development phases, if applicable. For phased developments, describe the nature of the phase and the estimated time required to complete the phase
- d) The use and ownership of adjacent lands which are dependent on the project. Describe the necessity of the use of adjacent lands for operations or access. Describe any written agreements pending or in place with adjacent landowner

### 2) Analysis of Impact.

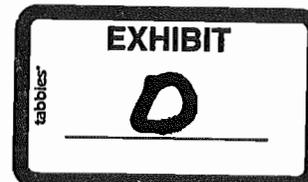
Please describe the following:

- a) The potential environmental impacts that may be caused by the proposed use both during construction and operation and after project completion
- b) Provide a rehabilitation/reclamation plan for the site, to be implemented should the proposed use cease operation

### 3) Government Regulation/Permits and Other Authorization.

Please provide the following:

- a) Describe any federal, state, county and city permits or authorizations required for the proposed use and an approval time line.



## C. APPLICANT CAPABILITY

### 1) Business and Background Information.

- a) Identify the individual and contact information for the person authorized to negotiate with the State (single point of contact).
- b) Discuss and identify the type of the business organization and nature of its business. Include all subsidiaries, affiliates and related companies, and the following information:
  - i) The type of each business entity;
  - ii) Year organized;
  - iii) The state where organized and principal place of business and submit a certificate indicating the business entity is in good standing with the Idaho Secretary of State's Office;
  - iv) A description of how the business entity is related to all others listed under this section.
- c) Identify the directors, executive officers, significant employees, promoters, control persons of the applicant and all subsidiaries, affiliates, and related companies. Proposals must include, at a minimum, the following information:
  - i) Names, positions held, term of office;
  - ii) Disclosure of any family relations with State of Idaho employees or elected officials;
  - iii) Professional qualifications, licenses, and business experience;
  - iv) Involvement in civil legal proceedings including: bankruptcy, court orders or judgment enjoining business practices;
  - v) Conviction of, or entered a plea of guilty, no contest, or had a withheld judgment to a felony;
  - vi) Role in governance and policy making for the business; and
  - vii) A resume (maximum 2 pages) for each individual identified.
- d) Provide information detailing the relevant experience of the applicant on similar projects during the last five (5) years.
- e) Provide the names and contact information for three (3) references. References should be individuals who can attest to the applicant's experience and qualifications, capability, and financial performance history on projects of similar scope and complexity to the development opportunity offered by this project.
- f) If applicable and known, give the business name and address of any organization with which the applicant will subcontract for any services for the project and mechanisms for assuring effective and efficient operations.

### 2) Financial Statements.

- a) Provide audited or signed financial statements for all subsidiaries, affiliates, and related companies, including the documents requested below.
  - i) Balance sheets for the past three (3) calendar years;
  - ii) Income statements for the past three (3) calendar years;
  - iii) Current cash flow statements; and
  - iv) Statements of shareholders' equity.

## **D. FINANCIAL FEASIBILITY OF THE PROJECT**

### **1) Project Plan.**

- a) Submit a project plan for the proposal. The plan should include an organization chart with the names and responsibilities of individuals and subcontractors (if known) who comprise the project team, and an explanation of the relationship between them, financial projections for the project (see below), and the source of capital required for implementation (see below).

### **2) Financial Projections.**

- a) Provide the following financial projections and information for the project:
  - i) Cash flow projections for the project;
  - ii) Detailed analysis of capital purchases or improvements; and
  - iii) Offered return to the endowment beneficiary under various project scenarios.
  - iv) Production estimates, if applicable.

### **3) Source of Capital.**

- a) Provide a description of the capital required for the project, including but not limited to:
  - i) Amount of capital needed and how it will be raised;
  - ii) Amount of capital raised to date, if any, and its source(s); and
  - iii) If institutional financing is required, proposals must include:
    - (1) The percentage of the project budget that relies on financing; and
    - (2) Evidence of commitments from lenders obtained to date.

## **E. NO OBLIGATION/RIGHT TO REJECT**

Acceptance of an application and provision of the requested project and proposer information does not obligate the State to enter an agreement.

This request is not a solicitation for competitive bids. The State expressly reserves the right to review the project and take any of the following actions during the project evaluation process:

- 1) Reject any or all of the project proposal with or without cause;
- 2) Verify and investigate the qualifications and financial capacity of the proposer and information provided in the project description;
- 3) Request additional information from an applicant, as necessary to make an adequate and fair evaluation of each proposal;
- 4) Obtain input from any federal, state or local governmental entity, or from consultants; and
- 5) Accept or reject any item or a combination of items contained in a proposal.

## **F. PUBLIC RECORDS AND CONFIDENTIALITY OF INFORMATION**

All information shall become the property of the State and unless otherwise exempted under Idaho Public Records Law, Idaho Code § 9-337- to 9-348, will become official public records subject to disclosure after the completion and issuance of an agreement to proposer. The Idaho Public Records Law allows the open inspection and copying of public records.

Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State or local agency regardless of the physical form or character. If a proposer considers any element of a proposal to be exempt from disclosure, pursuant to the Idaho Public Records Law, the proposer must so indicate by marking each page of the pertinent document and include the reasons the information should be exempt from disclosure. Marking the entire proposal as exempt is not acceptable, nor is a statement that all or most of the proposal is exempt from disclosure. Such requests will not be honored. The State, to the extent allowed by law and in accordance with this provision, will not disclose records exempt under the public records law.

## **G. OTHER GENERAL CONDITIONS**

- 1) The State is not liable for any cost incurred by the proposer prior to issuing an agreement or authorization to proceed. All information will become the property of the State and will not be returned to the proposer.
- 2) The State shall not be bound by any oral or written representations, statements or explanations other than those made in this Applicant Information Request (AIR) or in responses to inquiries regarding this AIR.
- 3) The State is not liable for any omissions or misrepresentations made in this AIR or for representations as to the condition of the land itself.
- 4) Lease payments, rental rates or other instrument fees will be evaluated and negotiated subsequent to the review of the information provided in this AIR; however, additional information from the applicant may be required.



DEPARTMENT OF MECHANICAL & AEROSPACE ENGINEERING  
4130 Old Main Hill ▪ Logan UT 84322-4130 ▪ Phone: (435) 797-2867 ▪ FAX: (435) 797-2417

Stephen A. Whitmore, Associate Professor  
(435) 796-2951, fax (435) 797-2417  
Stephen.whitmore@usu.edu

September 5, 2013

Timothy H. Okal  
General Council for REO Development Group, LLC.  
Spina, McGuire, and Okal P.C.  
7610 West North Avenue  
Elmwood Park, Illinois 60707-4195

**Reference: Interim Report for Utah State University Contract, USU Control Number 130786.**

Dear Mr. Okal:

Enclosed, please find the interim technical report entitled "Flight Mechanics Analysis of a Rocket-Powered Vehicle," submitted as a formal contract deliverable this day of September 5, 2013.

Sincerely,

Stephen A. Whitmore  
P.I. & Associate Professor

cc: Norma Buxton, USU  
cc: Dixon Nielson, USU



## Flight Mechanics Analysis of a Rocket-Powered Vehicle

Interim Report to REO Development Group, LLC.

September 3, 2013.

Stephen A. Whitmore, PhD

Associate Professor

Mechanical and Aerospace Engineering Department

Utah State University

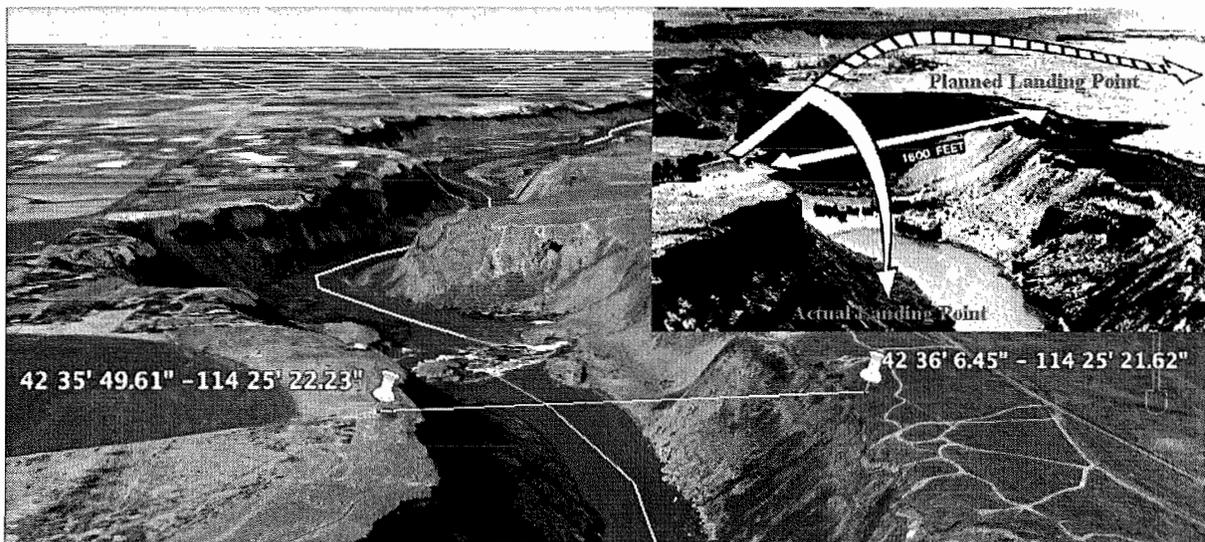
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## I. Introduction

REO Development Group, LLC, an Illinois Limited Liability Company is organizing a project to perform a “daredevil” jump over the Snake River Canyon near Twin Falls in a steam-propelled rocket. The proposed launch is currently projected as reality cable or network television show and/or world-wide-web broadcast of the jump and, in parallel with this “daredevil” jump. REO Development also intends to develop a “design, build, and fly” documentary television production detailing the design, construction, integration, and testing of the vehicle. The target launch date is September 2014.

Utah State University has been contracted to perform a preliminary assessment of the feasibility of performing this event using a near-replica of the original X-2 Skycycle built by Robert Truax for Robert Craig "Evil" Knievel for his unsuccessful attempt on September 8, 1974. Vehicle configuration data used in this analysis were obtained from a variety of historical records<sup>1,2</sup> and medial images,<sup>3,4</sup> and from technical documents prepared by Robert Truax,<sup>5</sup> B.J. Humpries, and F. D. Wagner.<sup>6</sup>



**Figure 1. Snake River Canyon Span at Original 1974 Jump Site.**

Figure 1 shows the canyon span at the original 1974 launch site. At the jump site, located near Twin Falls ID, the canyon is approximately 520 meters (1/3 mile wide) with both sides of the canyon lying at nearly the same altitude, approximately 1120 meters (3675 ft) above mean sea level. The inset image in Figure 1 shows the planned ballistic trajectory and the resulting flight path as it actually occurred. The planned trajectory would launch the vehicle from a 30 meter (100 ft) long 56 degree inclined ramp on the southern side of the canyon, and the onboard steam-rocket system was designed to provide sufficient impulse to allow the vehicle, in ballistic flight, to clear the far (northern) rim of the canyon by 120-150 meters (400-500 ft). During the actual jump attempt the drogue chute deployed prematurely, and the vehicle followed the depicted path, landing near the riverbank on the south side of the river. Mr. Knievel escaped with minor injuries.

## II. Vehicle Configuration Used for this Analysis

Table 1 lists the best estimates of the X-2 SkyCycle system parameters as have been recovered from the aforementioned historical archives and technical documents. The cylinder-shaped X-2 Skycycle was approximately 5 meters (16 feet long) and weighed approximately 400 kg (890 lbm) at recovery including the pilot, recover parachutes, and personal protective equipment (PPE) for Mr. Knievel. The structure was built from a modified 300-gal US Navy liquid oxygen tank with a structural elements added to support aerodynamic surfaces, and a cockpit area cur into the tank structure. The onboard propellant tank was capable of holding 236 kg (520 lbs) of propellant. It is assumed that standard aviation-grade landing gear wheels were used for the vehicle. This analysis assumes the dimensions and weights of the landing gear wheels from a 1974-Era Cessna 152 aircraft.<sup>7</sup> The total initial launch weight was approximately 640 kg (1410 lbm).

### A. Approximate Vehicle Dimensions

Figure 2 shows the approximate vehicle mold lines with dimensions. All dimensions are shown from the vehicle nose. The red lines on Figure 2 show the approximate elliptical body fit to the vehicle fuselage, and used to calculate the vehicle frontal area and wetted surface area -- two important required parameters for estimating the aerodynamic drag on the vehicle.

**Table 1. Approximate Configuration Parameters for Original X-2 Skycycle.**

Item	Length	Diameter	Vertical Tail Half Span	Horizontal Tail Span	Cockpit	Landing Gear
Dimension, cm (in)	479 cm (188.6 in)	63.5 cm (25 in)	119.3 cm (47 in)	188.6 cm (74.25 in)	220 cm (86.6 in)	127 cm (50 in) (Front) 392.43 (154,5 in) (Rear)
Item	Structure	Propellant	Recovery System	Pilot	Pilot PPE	Landing Gear
Weight, kg (lbm)	227 kg (500 lbm)	236 kg (520 lbm)	27 kg (60 lbm)	82 kg (180 lbm)	27 kg (60 lbm)	14 kg (31 lbm) (ea.)
Total Mass	641 kg (1413 lbm) Propellant Full			405 kg (893 lbm) Propellant Empty		

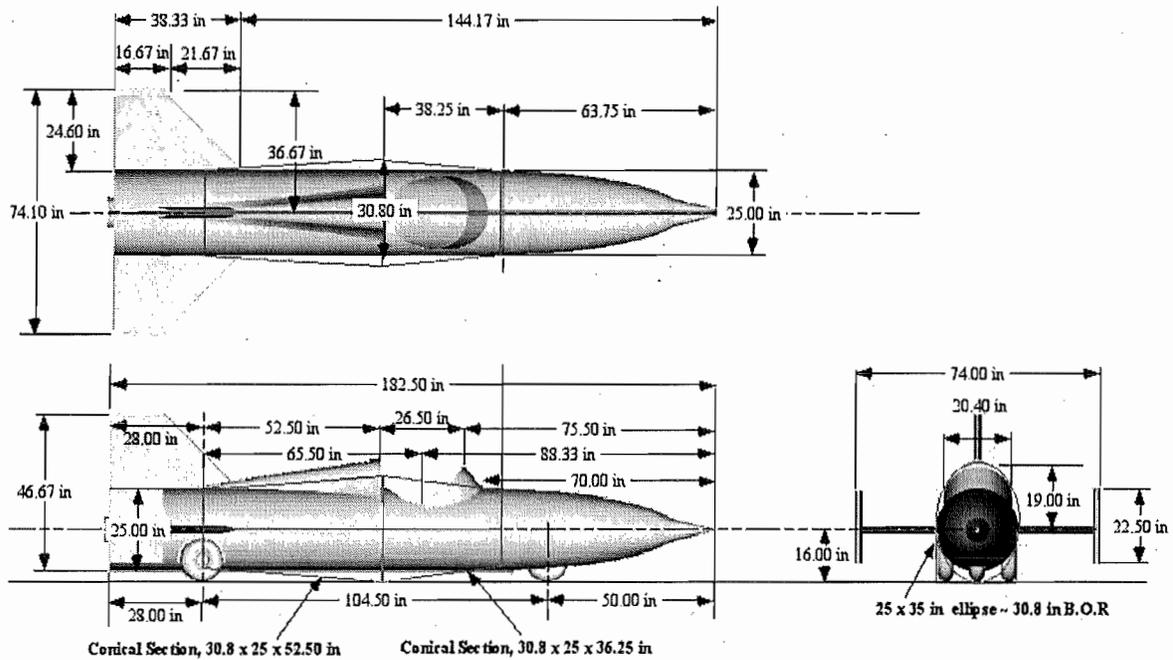


Figure 2. X-2 Skycycle Vehicle Mold Line Dimensions.

### B. Vehicle Propulsion System Analysis

The original X-2 Skycycle was powered by a superheated steam rocket system. Specific details of the rocket system design are not publicly available; thus this analysis assumes that the design of the original "Truax Thunderbolt II" rocket (Ref. 6) designed for the X-1 version of the sky cycle was modified to provide the required total impulse for the X-2 vehicle. Figure 3 shows

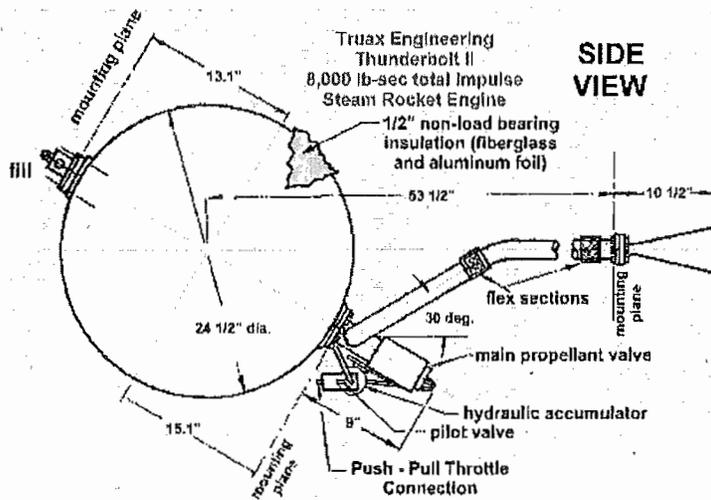


Figure 3. Truax Thunderbolt II Steam Rocket Designed for X-1 Skycycle.

a detailed schematic of the Truax Thunderbolt rocket copied from Ref. 6. The rocket employed a titanium sphere that was filled with approximately 90 kg (200 lbm) of steam superheated to near the critical point at 373 C (704 F), and operated in a "blowdown mode." The original Thunderbolt II design employed a variable aperture valve and was throttleable. The nominal thrust level was approximately 5900 N (1300 lbf), and produced a total impulse of approximately 35.6 kN-s

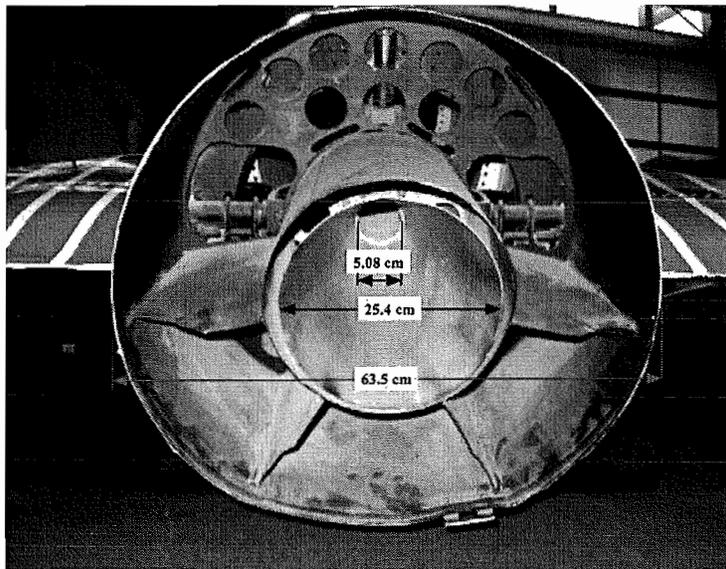
(8000 lbf-s). The specific impulse of this system can be calculated to be approximately 40 seconds.

The thrust and impulse level of the X-1 Thunderbolt rocket was insufficient for the significantly heavier X-2 vehicle, and the rocket throat and tank size were increased to produce approximately 20 kN (4500 lbf) of initial thrust and held approximately 236 kg (520 lbf) of superheated fluid. Robert Truax and Doug Malewicki designed the modified rocket system. Once the run valve was opened, frame-by-frame video analysis of the September 1974 launch shows that the propellant tank evacuated in approximately 4.6 seconds.<sup>8</sup> Assuming an effective specific impulse of the rocket system was approximately 40 seconds, the modified X-2 rocket system is calculated to deliver approximately 92.6 kN-s (20,800 lbf-s) of total impulse.

**Table 2. Calculated X-2 Rocket System Parameters.**

Launch Altitude	Nozzle Discharge Coefficient	Nozzle Throat Diameter	Initial Chamber Pressure	Initial Massflow	Initial Thrust Level
1143 m (3750 ft.)	0.9	5.08 cm (2 in.)	6700 kPa (970 psia)	56.26 kg/sec (124 lbfm/sec)	22.07 kN (4960 lbf)
Ambient Pressure	Nozzle Exit Angle	Nozzle Expansion Ratio	Initial Chamber Temperature	Initial Propellant Mass	Total Impulse
88 kPa (12.8 psia)	20 deg.	25	282 C (540 F)	236 kg (520 lbfm)	92.6 kN-sec (20,800 lbf-sec)

The detailed technical specifications for the X-2 version of the Thunderbolt rocket are not available; consequently, it was necessary to develop a numerical model of the rocket systems.



**Figure 4. Scaled X-2 Nozzle Dimensions.**

The model was developed using a two-phase, saturated-flow, simulation developed at USU for nitrous oxide, with steam properties substituted.<sup>9,10</sup> The parameters of the numerical simulated was iterated to achieve a total impulse of 92.6 kN-s (20,800 lbf-s), with a propellant consumption of 236 kg (520 lbfm). The nozzle throat diameter and expansion ratio we scaled visually from existing photographs of the X-2 Skycycle as displayed at the Harley Davidson Museum in Milwaukee WS in September 2010.<sup>11</sup> Figure 4 shows these scaled dimensions. The nozzle exit angle is estimated as 20

degrees. The very large nozzle expansion ratio, 25:1, makes the system highly over-expanded for the launch altitude and would have considerably reduced the efficiency of the system. The reason

that Mr's Truax and Malewicki selected this high expansion ratio is unclear. Table 2 lists the resulting system parameters used to perform the trajectory analyses to be presented later in this report.

Figure 5 shows the calculated time history profiles for thrust, massflow, consumed propellant mass, and total impulse. Because the rocket operated in an unregulated blow down mode, as the exiting massflow exports enthalpy from the thrust chamber, the fluid in the tank boils with vapor replacing the liquid-state water in the chamber (tank). The pressure and temperature drop rapidly and the thrust level tails off accordingly. Eventually all of the liquid is exhausted from the tank (at approximately 4.6 seconds), and the thrust level drops dramatically. The thrust and mass profiles presented in Figure 5 will be used in the trajectory simulation to calculate the predicted vehicle trajectory and surface impact points.

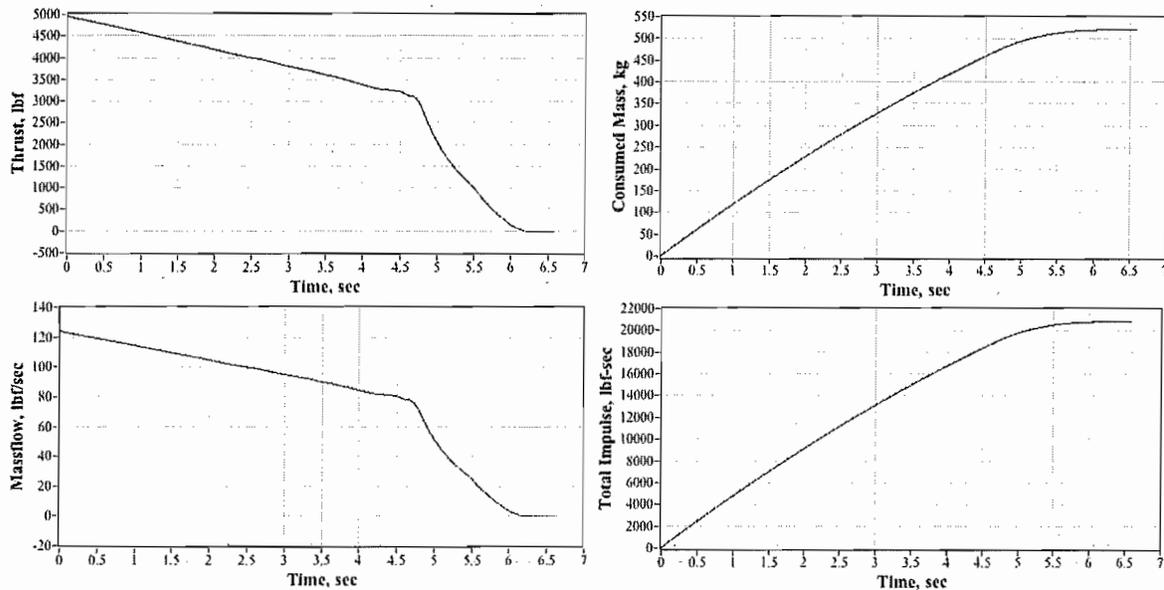


Figure 5. Calculated Thrust/Massflow Profile for X-2 Rocket System.

### C. Vehicle Aerodynamic Performance Analysis

The lift and drag profiles for the X-2 vehicle were calculated using the industry standard Air Force missile flight dynamics code Missile DATCOM.<sup>12</sup> Missile DATCOM (MDC) is a widely used semi-empirical datasheet component build-up method for the preliminary design and analysis of missile aerodynamics and performance. It has been in continual development for over twenty years with the latest version released in March 2011. The DATCOM drag coefficient estimates were corroborated using the commercial rocketry analysis code, AeroCFD<sup>13</sup>, and a skin-friction/pressure correlation model developed by Drew and Jen.<sup>14</sup> The horizontal and vertical tail surfaces were modeled as symmetrical NACA-4 series airfoil.<sup>15</sup>

Figure 6 plots the vehicle lift and drag coefficients calculated assuming the mold-line contours as presented by Figure 2. The lift and drag coefficients are referenced to the nominal cross sectional area of the vehicle fuselage, 3167 cm<sup>2</sup> (490.874 in<sup>2</sup>). This reference area corresponds to a body diameter of 63.5 cm (25 in). The zero-lift drag coefficient is unusually high ( $CD_0=0.516$ ) for a missile configuration owing to the interference drag resulting from the decorative "landing gear" on the lower surface and from the cockpit fairing. Also, the relatively

high value for  $CL_a$  (the slope describing the increase in lift coefficient with increasing angle attack), presents a concern with keeping the vehicle on the ground during the ramp run-up before free flight. Canting the horizontal fins downward to create negative lift is an unattractive option in that this action will adversely affect the vehicle static stability during free flight. The static stability of the vehicle will be addressed later in this report.

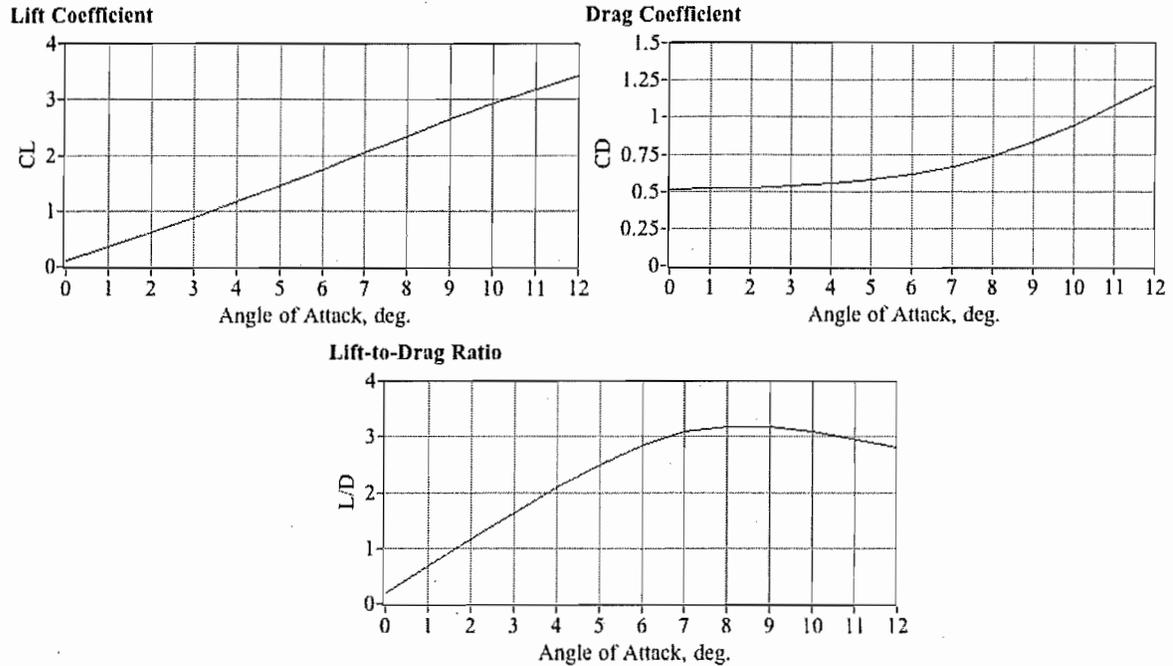


Figure 6. Vehicle Aerodynamic Performance Data.

Table 3. Assumed Recovery System Parameters.

Chute	Diameter	Drag Coefficient	Inflation Constant	Inflation Exponent	Opening Altitude	Opening Load Shock Factor	Type of Chute
<b>Drogue</b>	3.05 m (10 ft)	1.0	4	0.85	762 m (2500 ft)	1.8	Circular
<b>Main</b>	17 m (56 ft)	1.0	4	0.85	305 m (1000 ft)	1.8	Circular

#### D. Recovery System

The vehicle recovery system assumes a 2-stage parachute recovery (drogue/main), and was sized to produce a final vehicle ground-impact velocity of 10 kts. The impact speed of 10 kts (17 ft/sec) was selected as a value considered as survivable for the vehicle with minimal damage and no injury to the pilot; but still allowing for an acceptable wind drift during the descent phase of the mission. Parachute parameters were selected using industry standard recovery practices as

outlined by Knacke.<sup>16</sup> Table 3 presents the assumed recovery system parameters. The circular parachutes were assumed to have no sustained lifting capability.

### III. Vehicle Trajectory Analysis

The vehicle trajectory was calculated using the vehicle parameters as presented by Table 1, the thrust and massflow time histories as presented by Figure 5, the lift and drag coefficients as presented by Figure 6, and the recovery system parameters as presented by Table 3. The "point mass" trajectory analysis assumes a ballistic trajectory and a stable vehicle.

#### E. Nominal Trajectory Prediction

Vehicle stability will be addressed later in this report. Figure 7 shows the nominal trajectory. At the original launch angle the vehicle reaches an apogee of 620 m (2030 ft.) above ground level, and a peak velocity of 136 m/sec (264 kts). The vehicle trajectory takes the apogee well beyond the canyon rim, approximately 1300 m (4275 ft downrange). Clearly, the rocket systems as originally designed by Mr. Truax had a very excessive impulse capacity. The reasons for this gross over-calculation of the required total impulse are unclear; however it is possible that the "back-of-the-envelope" methods available for general engineering calculations in 1974 forced Mr. Truax to make very conservative design assumptions.

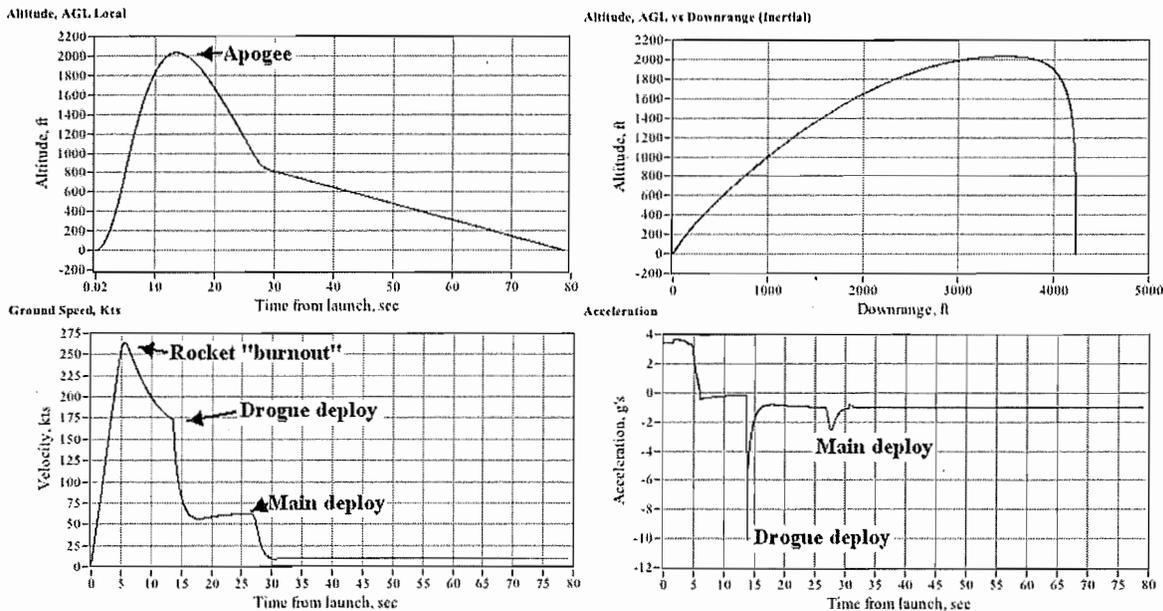


Figure 7. Calculated Nominal Ballistic Trajectory for X-2 Vehicle.

More disturbing is the very high-speed and high-g opening for the drogue chute. The low trajectory inclination brings the vehicle over the top (apogee) at approximately 90 m/sec (175), and the opening shock load for the drogue parachute is nearly 10 g's. Thus, the parachute fabric, suspension lines, and attachment risers must support a shock load of nearly 39,700 N (8925 lbf). Only very specialized military-class high-speed recovery systems are designed for such high shock loads, and these systems are not generally available for the general aviation community. If such a design were to be commissioned, it would be extremely expensive. *Even if technically achievable, the extreme "eyeballs-out" shock load experienced during the drogue chute*

deployment would be very distressing to the pilot. This shock load would offer the potential for the pilot to incur injuries to the optical system or internal organs.

#### F. Impact Point Prediction Using Monte Carlo Analysis

The vehicle impact footprint was enveloped using a Monte Carlo<sup>17</sup> analysis where the system parameters were randomly "tweaked" according to the parameters presented in Table 4. The surface and upper atmosphere winds, and atmospheric temperature profile were calculated using the NASA Global Reference Atmosphere Model (GRAM)<sup>18</sup> for mid-September during a nominal solar flux year, and assuming 1- $\sigma$  perturbations. Figure 8 presents these results with the flight trajectories projected onto the local surface map near the launch site. The landing footprint lies more than 800 meters (0.5 mi.) north of the canyon rim, and lies in a rugged, somewhat inaccessible area with limited roads. The landing footprint shows the results of 250 Monte Carlo Simulation runs. Several of the outlier runs fall off of the shown surface map. As shown on Figure 8, the launch point is centered 100 feet south of the original launch ramp built for the September 1974 flight. The "pushpin" icon marks this launch point. A pushpin icon also marks the closest point on the far side of the canyon. The blue dot marks the most likely landing point based on mean system parameter values and meteorological conditions.

Table 4. Monte Carlo Analysis Perturbation Model.

Launch Angle	Vehicle Drag Coefficient	Drogue Chute Drag Coefficient	Main Chute Drag Coefficient	Thrust Error	Chute Deployment Altitude	Atmospheric Parameter Perturbations from GRAM
$\pm 5$ deg 1- $\sigma$	$\pm 0.25$ 1- $\sigma$	$\pm 0.1$ 1- $\sigma$	$\pm 0.1$ 1- $\sigma$	$\pm 15\%$ 1- $\sigma$	$\pm 50$ meters (164 ft.) 1- $\sigma$	$\pm 1$ - $\sigma$

#### IV. Vehicle Stability Analysis

The proposed version of the X-2 Skycycle flies along an uncontrolled "ballistic" trajectory and does not possess an automatic control system or any manual means for the pilot to alter the vehicle course; therefore, it is paramount that the rocket possess inherent stability. The primary purpose for having a stable vehicle is pilot safety, and safety to ground observers. A stable rocket flies straight and true, and in the intended direction of flight.

Static stability is defined as the *initial* tendency of an airplane, when disturbed, to return to the original position. Dynamic stability is the *overall* tendency of an airplane to return to its original position, following a series of damped oscillations. Because the X-2 is uncontrolled, static stability is a necessary but not sufficient condition for dynamic stability. A vehicle with static stability does not necessarily possess dynamic stability. Generally, a rocket will possess its least amount of stability at liftoff weight, when the rocket's center of gravity is positioned most aft. A priority is that the vehicle be designed with a healthy static stability margin (to be defined later in this section) at launch weight.

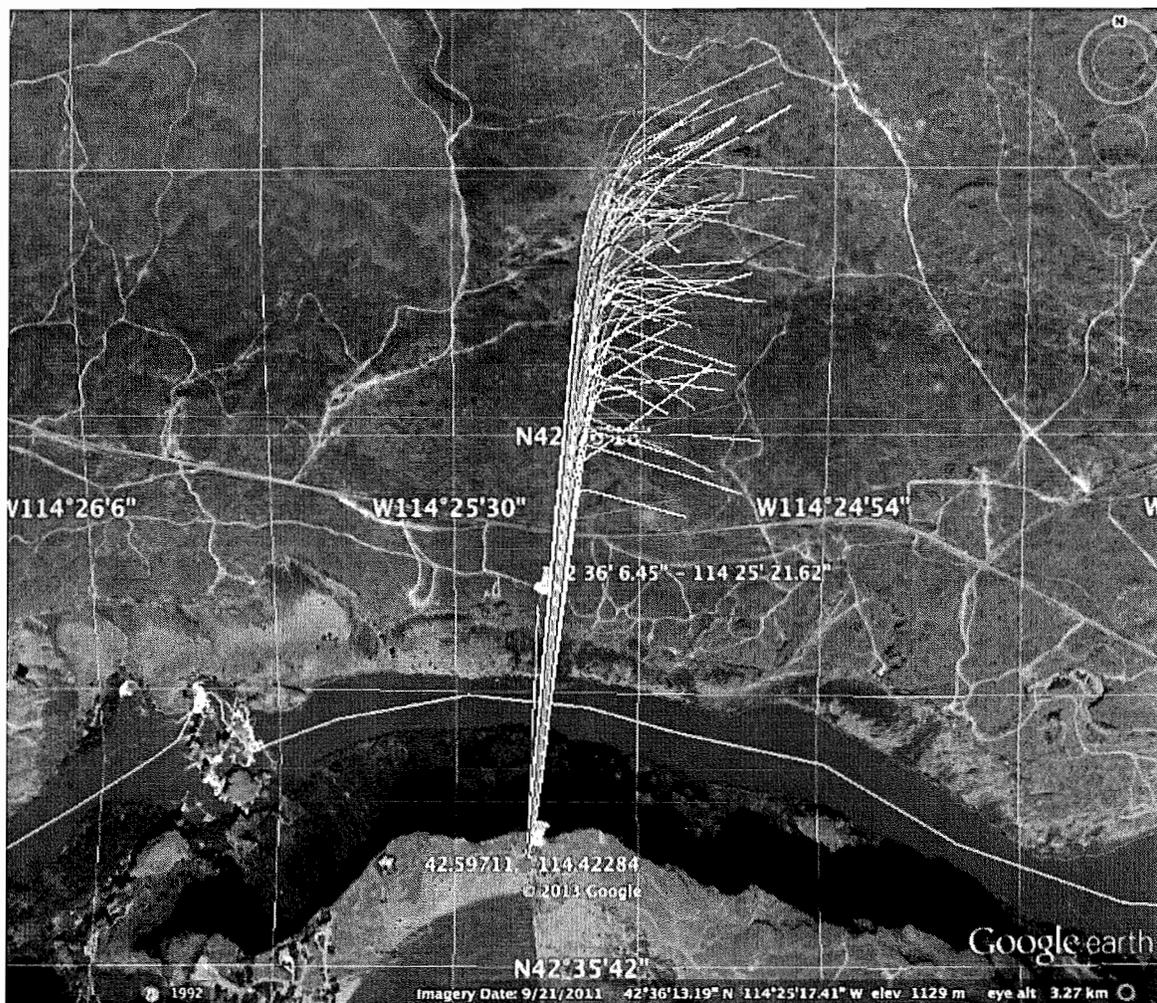


Figure 8. Vehicle Landing Footprint from Monte Carlo Simulations.

### G. Longitudinal Static Stability Assessment

Longitudinal stability is pitch stability, or stability around the lateral axis of the vehicle. Ensuring static longitudinal static stability is a precursor to ensuring total dynamic stability of the vehicle. Ensuring a static longitudinal stability requires accurate knowledge of the locations for both the center of gravity  $c_g$  and center of pressure  $c_p$ . To ensure longitudinal stability the  $c_g$  must lie ahead of the center of pressure of the vehicle  $c_p$ .<sup>19</sup>

The "static margin"  $S_M$ , is a measure of the relative static longitudinal stability, and is traditionally defined as the distance the  $c_g$  lies ahead of the  $c_p$ , normalized by the nominal diameter of the vehicle fuselage. Static margin is expressed in units of calibers or body diameters. A positive static margin indicates static longitudinal stability, and negative static margin indicates negative static stability. Additionally, a positive static margin that *lies between 1 and 2 calibers* generally produces a vehicle with positive dynamic stability also. Figure 9 illustrates this concept.

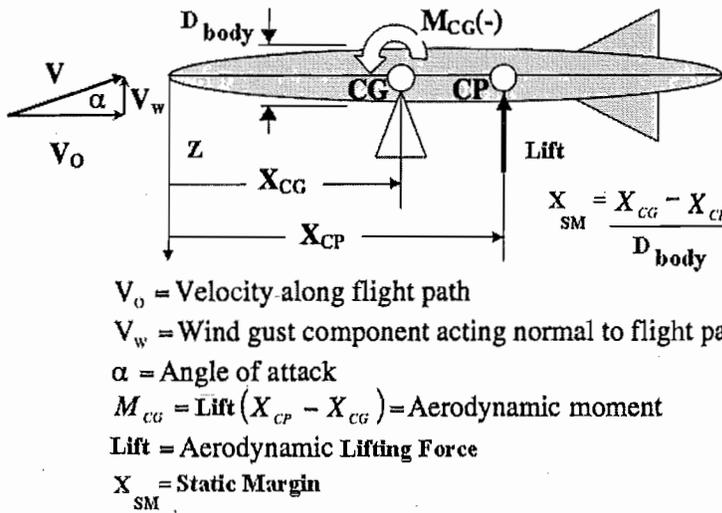


Figure 9. Longitudinal Static Stability and the Static Margin.

and the freestream airspeed vector -- remains near zero and does not move significantly during the flight. If the vehicle is capable of trimming at a significant non-zero angle-of-attack, then the increased lift on the vehicle surfaces can cause the  $c_p$  location to move. At high angles of attack, lifting surface flow separation can cause the  $c_p$  location to move forward and reduce the static stability of the vehicle.

Center of Pressure from Vehicle Aft End

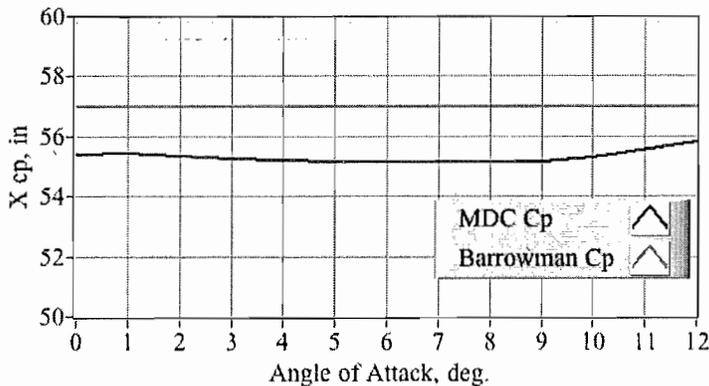


Figure 10. Calculated Center of Pressure for X-2

the MDC  $c_p$  calculations. Figure 10 plots the location of the center of pressure relative to the aft end of the vehicle as a function of angle-of-attack. The Barrowman  $c_p$  location is also plotted as a constant value on this figure. Fortunately, the location of the  $c_p$  shows very little movement with angle-of-attack; and if static stability is assured at low angles of attack, it should hold for higher angles. Also the MDC-calculated and Barrowman-calculated  $c_p$  locations show good agreement with a difference of less than 5.5% of the reference diameter, 63.5 cm (25 in.).

### G.1 Calculating the Location of the Vehicle Center of Pressure

The center of pressure  $c_p$ , is the point on the vehicle where all of the aerodynamic pressure field may be represented by a single force vector with no aerodynamic moment. The lift and drag forces on the vehicle may be considered to act at the  $c_p$ . For subsonic flight the  $c_p$  location is strongly influenced by the flow around the vehicle fuselage and the aerodynamic lifting surfaces. Generally, missiles fly along ballistic profiles where the angle-of-attack  $\alpha$  -- the angle between the longitudinal axis of the vehicle

The center of pressure of the X-2 Skycycle was calculated using the previously described YSAF MDC computer code. The MDC calculation was verified using the simplified equations as developed by Barrowman.<sup>20,21</sup> The Barrowman equations are valid only incompressible flow at low angles of attack, and assume thin airfoil theory to model the vehicle fins. The Barrowman equations are strictly valid only for axisymmetric bodies, and are only used here as a "sanity check" on

## G.2 Estimating the Vehicle Longitudinal Center of Gravity

The center of gravity  $c_g$ , is the point on the vehicle where the gravitational moment is balanced and the vehicle will balance on a "pinpoint." The full weight of the vehicle can be assumed to act at this point. Detailed knowledge of the internal component layout for the X-2 vehicle is not publicly available; however, based on the mass estimates of the key components, and volumetric constraints of the vehicle fuselage, it is possible to estimate the cg location. The vehicle consists of 5 major components, 1) vehicle structure (nosecone, body tube, and empennage), 2) wheels, 3) recovery systems (parachutes), 4) pilot and personal safety equipment, 5) propellant tank, and 6) exit nozzle.

### *G.2.1 Estimating the Vehicle Structure Longitudinal Center of Gravity*

The  $c_g$  location of the vehicle structure consisting of the nosecone, body tube and fins, is calculated assuming a uniform skin surface density, with the weight of each component calculated based on its surface area. Table 5 lists the geometric properties of the structural components including the projected planform area, wetted surface area, total volume, and approximate volumetric centroid. The total wetted surface area of the vehicle is approximately  $108,613.0 \text{ cm}^2$  ( $16,835.1 \text{ in}^2$ ).

As mentioned previously (Table 1) the weight of the vehicle structure including the rocket components (propellant tank, rocket nozzle, and nozzle plumbing) is estimated as 227 kg (500 lbm). Accounting for the mass of the rocket components (see next subsection), the mass of the vehicle structure is estimated as 173 kg (381.3). Assuming a uniform skin mass density, the vehicle structural surface skin density is approximately  $1.593 \text{ grams per cm}^2$  of surface area. Thus multiplying this surface mass density by the surface areas of each structural component, allows the component masses to be calculated. Table 5 also lists these component mass estimates. The volumetric centroid of each component is taken as the longitudinal  $c_g$ , of each component and the total center of gravity of the vehicle structure is calculated as the mass weighted centroid average. The calculated longitudinal cg of the vehicle structure is approximately  $297.1 \text{ cm}$  ( $117 \text{ in}$ ) aft of the vehicle nose. Equation 1 shows this calculation.

$$x_{cg} = \frac{(x_{cg} \cdot M)_{\text{tail Horiz}} + (x_{cg} \cdot M)_{\text{tail Vert}} + (x_{cg} \cdot M)_{\text{nose cone}} + (x_{cg} \cdot M)_{\text{Body tube}}}{(M)_{\text{tail Horiz}} + (M)_{\text{tail Vert}} + (M)_{\text{nose cone}} + (M)_{\text{Body tube}}} \quad (1)$$

**Table 5. Vehicle Structure Geometry, Mass and Centroid Estimates.**

Structural Element	Nose Cone	Body Tube	Horizontal Tail	Vertical Tail	Total
Length	160.6 cm (63.23 in.)	303 cm (119.3 in)	73.79 cm (29.05 in) (MAC)	73.79 cm (29.05 in) (MAC)	463.6 cm (182.5 in)
Planform Area	6851.6 cm <sup>2</sup> (1062.0 in <sup>2</sup> )	19,240.3 cm <sup>2</sup> (2982.2 in <sup>2</sup> )	8771.0 cm <sup>2</sup> (1359.5 in <sup>2</sup> )	4385.5 cm <sup>2</sup> (679.75 in <sup>2</sup> )	34,862.9 cm <sup>2</sup> (5403.8 in <sup>2</sup> )
Volume	268,363 cm <sup>3</sup> (16,376.5 in <sup>3</sup> )	377,782 cm <sup>3</sup> (58,556.4 in <sup>3</sup> )	17,542.0 cm <sup>3</sup> (2719.0 in <sup>3</sup> )	8771.0 cm <sup>3</sup> (1359.5 in <sup>3</sup> )	672,458.0 cm <sup>3</sup> (41,035.9 in <sup>3</sup> )
Surface Area	21,855.1 cm <sup>2</sup> (3387.5 in <sup>2</sup> )	60,445.1 cm <sup>2</sup> (9369.0 in <sup>2</sup> )	17,542.0 cm <sup>2</sup> (2719.0 in <sup>2</sup> )	8771.0 cm <sup>2</sup> (1359.5 in <sup>2</sup> )	108,613.0 cm <sup>2</sup> (16,835.1 in <sup>2</sup> )
Volumetric Centroid	110 cm (43.3 in)	312.1 cm (122.89 in)	417.9 cm (164.5 in)	417.9 cm (164.5 in)	297.1 cm (117.0)
Mass	34.82 kg (76.74 lbm)	96.289 kg (212.22 lbm)	27.94 kg (61.58 lbm)	13.97 (30.79 lbm)	173 kg (381.3 lbm)

*G.2.2 Estimating the Nozzle and Propellant Tank Mass and Longitudinal Center of Gravity.*

There exists insufficient detail concerning the construction of the rocket nozzle, rocket piping system, and control valve to make a detailed mass estimate. So based on previous experience and with rocket systems of this scale, an engineering judgment weight of 10 kg (22.04 lbm) was assigned to the remaining propulsion system components. The cg for this system component is assumed to lie near the aft end of the vehicle, at 50% or the nozzle span or 448.6 cm (176.6 cm) aft of the vehicle nose.

The longitudinal center of gravity of the vehicle will change significantly during the flight due to the consumed propellant, and this  $c_g$  shift will significantly affect the static stability of the vehicle. Thus it becomes essential to accurately estimate the cg location of the propellant tank and propellant in both the full and empty conditions. At the initial propellant tank operating temperature 283 C (540 F), the propellant liquid (water) density is approximately 0.7454 g/cm<sup>3</sup> and the vapor (steam) density is approximately 0.0347 g/cm<sup>3</sup>.<sup>22</sup> Allowing for a 10% tank ullage (the portion of the tank filled by vapor), the mean propellant density is approximately 0.6744 g/cm<sup>3</sup>.

Thus, the tank must have a volume of approximately 350,000 cm<sup>3</sup> (21,360 in<sup>3</sup>) to hold the required initial 236 kg propellant load. Allowing a 58 cm (22.8 in) maximum tank diameter to fit into to vehicle fuselage (63.5 cm diameter), the tank length is calculated to be 113.4 cm (44.65 cm) including the spherical end caps. The cylindrical tank center section is 55.14 cm (21.7 in) long. The tank centroid is assumed to lie at the 50% tank chord location, or 56.7 cm (22.3 in). Based on these dimensions, the tank surface area is calculated as 20,616 cm<sup>2</sup> (8116.3 in<sup>2</sup>). At the initial operating temperature (283 C), the vapor pressure of water is approximately 6687.5 kPa (970) psi. Assuming a Type II Aluminum 6061 alloy tank with a factor of safety of 2.25, standard mechanical engineering practices<sup>23</sup> calculate the tank design wall thickness to be approximately 0.89 cm (0.312 in). Thus, assuming a density of 2.7 g/cc,<sup>24</sup> the tank weight is estimated to be approximately 44 kg (97 lbm).

G.2.3 Total Vehicle Longitudinal Center of Gravity Calculation.

The total vehicle longitudinal center-of-gravity is calculated using the mass and cg values generated in the previous two subsections, and treating the pilot, parachute, and wheels as point mass components. Table 6 summarizes the longitudinal cg locations and masses of each of the previously described vehicle components. All  $c_g$  locations are specified from the front of the vehicle. When the vehicle is full of propellant, the vehicle  $c_g$  shifts aft by nearly 30.5 cm (12 in) when compared vehicle with no propellant board. This aft  $c_g$  will have a strong effect on the static stability of the vehicle at launch conditions.

**Table 6. Mass and Longitudinal  $c_g$  Locations of Key Vehicle Components.**

Component	Structure	Pilot and PPE	Recovery Systems	Propellant Tank	Nozzle and Piping	Front Wheel set	Rear Wheel set	Total
Mass (empty)	173 kg (381.2 lbm)	108.9 kg (240.0 lbm)	27.25 kg (60 lbm)	44 kg (97 lbm)	10 kg (22.04 lbm)	14 kg (30.86 lbm)	28 kg (61.71 lbm)	405 kg (893 lbm)
Mass (full)				270 kg (617 lbm)				641 kg (1413 lbm)
$c_g$ (empty)	297.1 cm (117.0)	213.5 (84.1 in)	278.6 cm (109.685 in)	370.13 cm (145.8 in)	448.6 cm (176.6 in)	50 cm (127 in)	392.43 cm (154.5 in)	285.95 cm (112.58 in)
$c_g$ (full)								317.30 cm (124.92 in)

Figure 11 shows how the vehicle components notionally fit into the vehicle airframe. The parachute and recovery system components are placed right behind the cockpit, with the rocket components located near the aft end of the rocket. The  $c_g$  locations of the various components are labeled. The total longitudinal travel of the  $c_g$  from a full empty propellant load is also plotted. Finally, the previously calculated center of pressure and the desired  $c_g$  location to achieve 1-2 caliber static stability is plotted.

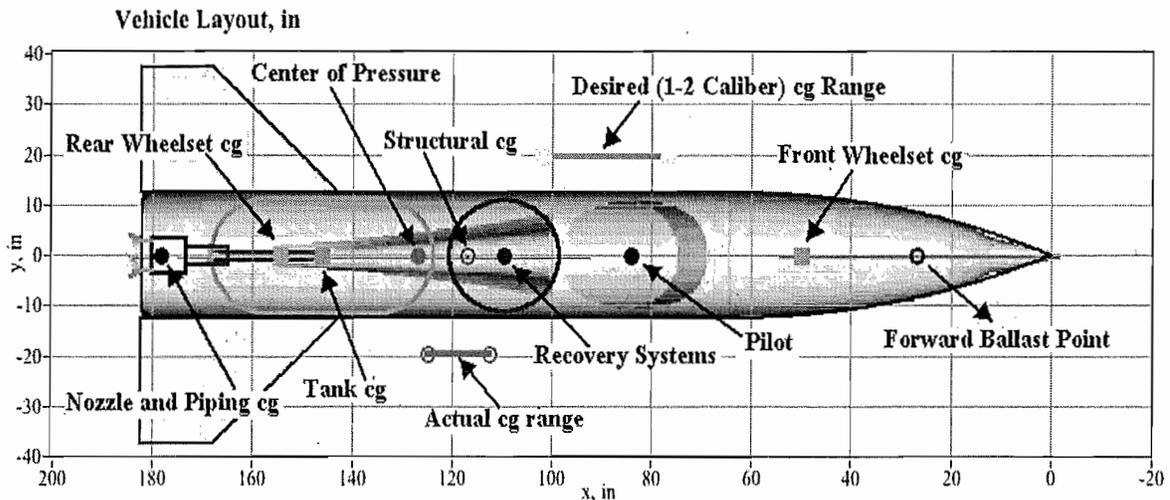


Figure 11. Vehicle Center-of Gravity Layout.

G.3 Assessing the Vehicle Longitudinal Static Margin.

Although the locations of the various components can be varied considerably, Figure 8 shows that the longitudinal cg of the vehicle lies in the *marginally stable range* - especially when the propellant tank is full.

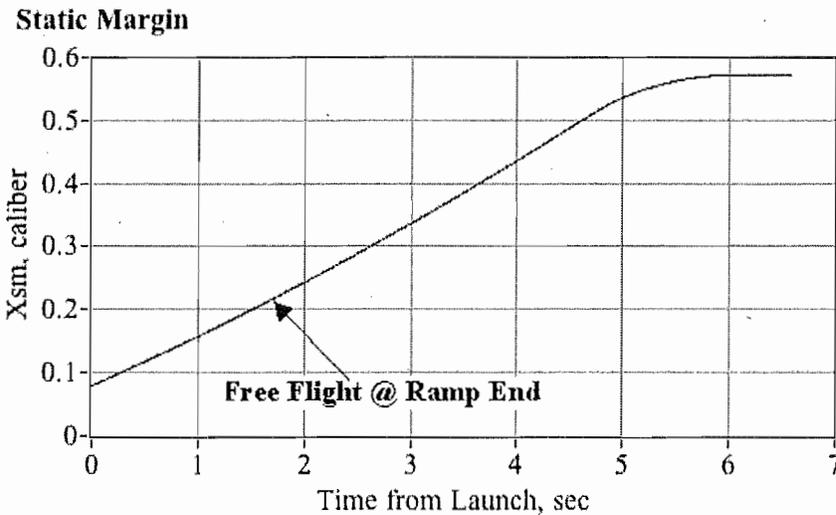


Figure 12. Vehicle Static Margin Variation During Rocket Burn.

Figure 12 plots the vehicle static margin variation as a function of the rocket "burn time." Recall that the desirable value for static margin is between 1 and 2 calibers. This vehicle shows a static margin between 0.8 at launch, growing to 0.57 at burnout.

The low static margin at the end of the launch ramp, approximately 1.6 seconds into the burn is especially troublesome as that event is also

where the airspeed (75 kts) and dynamic pressure (20 psf) are quite low. Small variations in the vehicle  $c_p$  due to unsteady aerodynamics, ramp departure dynamics, or slosh of the tank propellant could easily cause the vehicle to become statically unstable. Approximately 185 kg (430 lbm) would be required to move the static margin of the vehicle up to the desired 1-2 caliber region.

### H Assessing the Directional (Weathercock) Stability of the Vehicle.

Directional or weathercock stability is defined as the static stability of the vehicle about the z-axis. Just as in the case of longitudinal stability it is desirable that the vehicle should tend to return to an equilibrium condition when subjected to some form of yawing disturbance such as a cross wind. A necessary condition for directional stability is that the projected side area of the vehicle behind the moment center -- in this case the longitudinal center of gravity -- be greater than the projected area ahead of the moment center. Figure 13 illustrates this concept. Ensuring directional stability is the primary function of the empennage or tail fins.

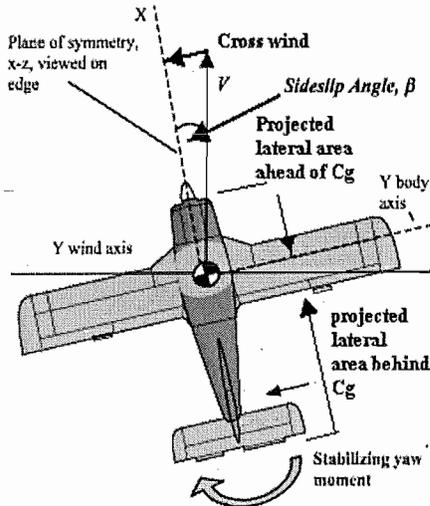


Figure 13. Weathercock Stability and Lateral Projected Area.

Because the X-2 Vehicle has only 1 large vertical fin, and two small vertical "skegs" attached to the outer span of each horizontal tail surface, there is significantly less projected area parallel the vehicle x-axis (directional moment), then exists projected area parallel to the y-axis (pitch moment). Consequently, the directional center of pressure moves forward by approximately 25.3 cm (10 in). This calculation was performed using Barrowman's method with only the vertical fin and skeg surface area considered in the calculation.

The skegs, because they "shadow" (windward side) or are "shadowed" (lee side) by the vehicle fuselage, do little to increase the directional stability of vehicle. Also, in sideslip flow the skegs will partially separate horizontal fin on windward side, reducing longitudinal stability.

Figure 14 illustrates the position of the directional  $c_p$  compared to the vehicle  $c_g$  location. Thus, in effect the vehicle will exhibit negative directional stability for a majority of the early flight profile where vehicle stability is most critical. This hazard makes the vehicle unflyable with some sort of control input, and mandates mitigating measures such as increasing the vertical aerodynamic surface areas or ballasting the vehicle to move the cg substantially forward. With the assumed configuration, more than 70 kg (154 lbm) of nose ballast would be required to bring the  $c_g$  sufficient forward to ensure directional stability.

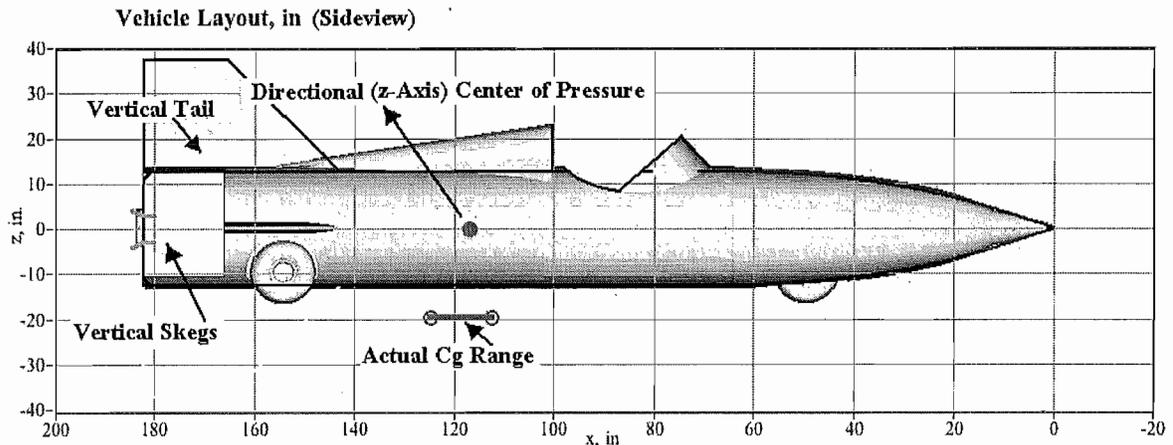


Figure 14. Directional  $c_p$  Compared to Predicted  $c_g$  Range for X-2 Vehicle.

## I. Vehicle Dynamic Stability Assessment

The dynamics of the airframe are governed by fundamental equations of motion, with their specific characteristics determined by both steady and unsteady aerodynamics acting on the vehicle, the aero-elastic response of the airframe, the propulsion system, and the vehicle mass properties including the center of gravity and inertia tensor. Generally, analyzing the dynamic stability of a flying vehicle requires a rather mature knowledge of the vehicle configuration including the inertial tensor, effects of aerodynamic damping, and vehicle aero-elasticity effects.

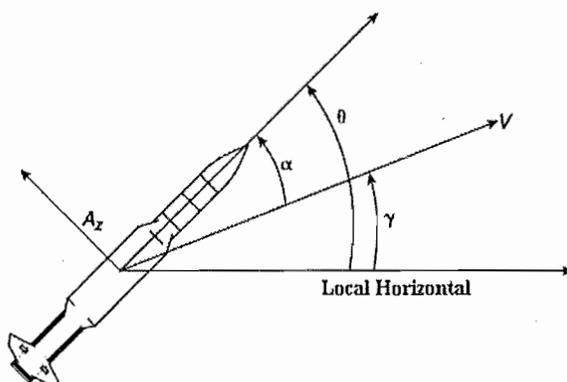


Figure 15. Pitch Axis Parameter Definitions.

acceleration normal to the vehicle longitudinal axis. The angle-of-attack  $\alpha$ , is a measure of how the vehicle is oriented relative to the incoming airflow and is the angle between the velocity vector  $V$ , and the vehicle longitudinal axis. The flight-path angle  $\gamma$  is a measure of the direction of travel relative to inertial space, i.e., the angle between the vehicle velocity vector and the local horizontal plane. The pitch angle  $\theta$  is the angle between the local horizontal and the vehicle longitudinal axis. Acceleration in the direction normal to the vehicle  $A_z$ , is a primary forcing function of vehicle pitch dynamics, and results from two sources, aerodynamic lift generated by the vehicle lifting surfaces due to  $\alpha$ , and an external control input. Since the X-2 vehicle is uncontrolled, normal acceleration is purely a result of the vehicle angle-of-attack. **Figure 15** depicts these angle definitions.

The pitch dynamics are modeled by a complex set of non-linear differential equations, and typically their solution requires direct numerical simulation, a task that is beyond the scope of this analysis. However, if one considers a set of "piecewise" conditions along the trajectory where the airspeed and mass properties are held constant, the pitch dynamics can be "linearized" to produce a set of linear differential equations. These behavior equations can be investigated using analytical methods to predict the required properties for dynamic pitch stability of the vehicle. Under these conditions the linearized, free-response (uncontrolled) longitudinal pitch equations yield a set of second order state space equations,

$$\begin{bmatrix} \dot{\alpha} \\ \ddot{\theta} \end{bmatrix} = \bar{q} \cdot A_{ref} \begin{bmatrix} -\left(\frac{C_{N\alpha}}{m \cdot V}\right) & 1 \\ \left(\frac{C_{ref} \cdot C_{m\alpha}}{I_{yy}}\right) & 0 \end{bmatrix} \cdot \begin{bmatrix} \alpha \\ \dot{\theta} \end{bmatrix} + \begin{bmatrix} \frac{g}{V} \\ 0 \end{bmatrix} \quad (2)$$

In Eq. (2),  $A_{ref}$  is the reference area (cross section area of the body),  $\bar{q}$  is the dynamic pressure of the incoming flow field,  $g$  is the local acceleration of gravity, and  $m$  is the instantaneous vehicle mass. The derivative coefficients  $C_{N\alpha}$  and  $C_{m\alpha}$  represent the change in normal (lift) force acting on the vehicle and change in pitching moment as the angle-of-attack is changed. At low angles of attack, the parameter  $C_{N\alpha}$  is essentially identical to the previously described lift-slope parameter,  $CL_\alpha$ .

Because these differential equations result from linearization around an operating point, the state, input, and output variables actually represent small signal perturbations around that operating point. Suppose the vehicle is perturbed to an angle of-attack a few degrees away from the trim value around which the dynamics have been linearized. The stability of the system determines whether the vehicle will rotate back and damp out to the trim angle-of-attack or diverge in the absence of any corrective control input. The answer to this question of stability is determined by the roots of the characteristic equation of the state matrix in Eq. (2),

$$s^2 + \left( \frac{\bar{q} \cdot A_{ref}}{m \cdot V} \right) \cdot C_{N\alpha} \cdot s + \left( \frac{\bar{q} \cdot A_{ref} \cdot c_{ref}}{I_{yy}} \right) \cdot (-C_{m\alpha}) = 0 \quad (3)$$

By Routh's stability criterion<sup>25</sup> a necessary condition for stability is that the coefficients of Eq. (3) are positive-valued. Since the normalizing constants

$$\left( \frac{\bar{q} \cdot A_{ref}}{m \cdot V} \right) \quad \text{and} \quad \left( \frac{\bar{q} \cdot A_{ref} \cdot c_{ref}}{I_{yy}} \right)$$

are always positive by definition, the conditions for dynamic stability become

$$\begin{pmatrix} C_{N\alpha} > 0 \\ C_{m\alpha} < 0 \end{pmatrix} \quad (4)$$

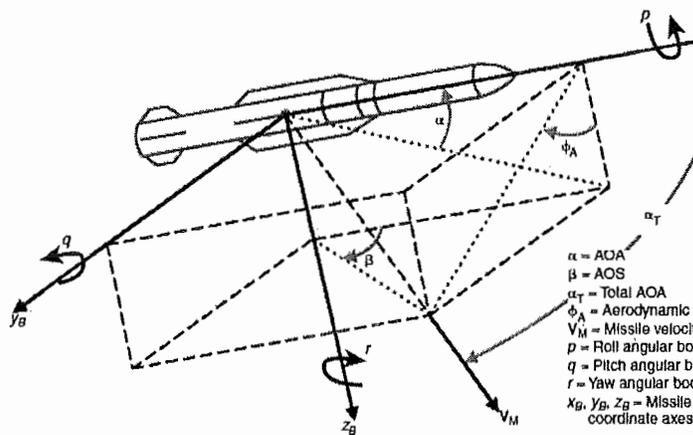


Figure 16. Vehicle 3-Dimensional Axes, Coordinates, and Kinematic Parameter Definitions.

In reality, the vehicle is not constrained to only planar longitudinal motion. Figure 16 shows the relevant variables that describe the vehicle kinematics in three dimensions. This diagram defines quantities used to describe the three-dimensional vehicle kinematics. Two angles are used to orient the vehicle relative to the velocity vector, angle-of-attack ( $\alpha$ ) and angle-of-sideslip ( $\beta$ ). The angle-of-sideslip is the yaw equivalent to the angle-of-attack. The components of the inertial angular velocity vector resolved in body-fixed coordinates are  $p$ ,  $q$ ,

and  $r$ .

Together, the pair  $\{\alpha, \beta\}$  completely specify how the vehicle body is oriented relative to its velocity vector. The three components of the vehicle body angular velocity vector resolved in body-fixed coordinates are denoted  $p$ ,  $q$ , and  $r$ , denoting the roll, pitch, and yaw rate, respectively. The pitch rate  $q$  was denoted as time rate of change of pitch angle  $d(\theta)/dt$  in the discussion of the previous paragraph where motion is constrained to the pitch plane.

This dynamics model is represented by a coupled, fifth-order, nonlinear set of differential equations. In situations where the mass properties vary with time, such as when a rocket motor is burning propellant, and velocity is changing, the differential equations are time-varying as well. Expanding the model to account for yaw and roll in addition to pitch brings a new set of challenges to the flight control designer. Foremost among these in many applications is aerodynamic cross-coupling as the angle-of-attack increases, in which case aerodynamic surfaces on the leeward side of the vehicle become shaded by the fuselage, resulting in aerodynamic imbalances. The net effect typically results in undesirable motion, such as roll moment induced by a change in angle or pitch moment induced by roll control input. Performing such a full-blown analysis requires the development of a numerical simulation, and generally requires rather mature knowledge of the vehicle configuration.

However, as with the longitudinal linearization presented in the previous paragraphs, the model can be linearized, and the pitch dynamics decoupled from the lateral and directional flight dynamics. When this calculation is completed using a method similar to that previously presented for the pitch dynamics, the necessary for lateral and directional stability are

$$\begin{pmatrix} C_{l_\beta} < 0 \\ C_{n_\beta} > 0 \end{pmatrix} \quad (5)$$

Equation (5) shows that for lateral and directional stability, the change in rolling moment with increasing angle-of-sideslip must be negative, and the change in yawing moment with increasing angle-of-sideslip must be positive. In some ways these results are rather intuitive. If a vehicle rolls in a positive direction, the cross-flow induces a positive the angle-of-sideslip. ( $\beta$ ) A stable vehicle subsequently rolls away ( $Cl_\beta$  negative), and the sideslip-angle is diminished. Similarly, if a positive sideslip-angle is induced, then the stable vehicle yaws toward the incoming induced velocity component ( $Cn_\beta$  positive), and the induced sideslip angle is diminished. A condition with  $Cl_\beta$  negative is often referred to as a "dihedral effect."

## 1.2 Aerodynamic Stability Derivative Summary

The collected parameters  $\{CN_{\alpha}, Cm_{\alpha}, Cl_\beta, Cn_\beta\}$  are referred to as *aerodynamic stability-derivatives* of the vehicle. These derivatives are a key subset of the parameters that predict the total stability of the vehicle in the most general case. Table 7 summarizes the definitions and effects of these parameters.

**Table 7. Aerodynamic Stability Derivatives, Definitions and Descriptions.**

Derivative Symbol	Name	Description
$C_{N_\alpha} (C_{L_\alpha})$	Normal (Lift) force slope Derivative, $\frac{\partial C_N}{\partial \alpha} \left( \frac{\partial C_L}{\partial \alpha} \right)$	Describes the growth in vehicle normal force (lift) with increasing angle-of-attack. Peak of curve represents vehicle stall point. Positive value for positive vehicle pitch stability.
$C_{m_\alpha}$	Pitching moment slope derivative, $\frac{\partial C_m}{\partial \alpha}$	Describes the growth in vehicle pitching moment with angle-of-attack. Negative value for positive vehicle pitch stability.
$C_{n_\beta}$	Yawing moment slope derivative, $\frac{\partial C_n}{\partial \beta}$	Describes the growth in vehicle yawing moment with angle-of-sideslip. Positive value for positive vehicle directional stability.
$C_{l_\beta}$	Rolling moment slope derivative, $\frac{\partial C_l}{\partial \beta}$	Describes the growth in vehicle rolling moment with angle-of-sideslip. Negative value for positive vehicle lateral stability. Positive roll stability referred to as "Dihedral effect."

I.3 Aerodynamic Stability Derivatives for the X-2 Vehicle.

The previously-described USAF MDC program was used to calculate the stability derivatives for the X-2 Airframe based on the previously-presented mold-line and center-of-gravity calculations. Figure 17 summarizes these calculations for the X-2 vehicle with both full and empty propellant tanks with airspeed of approximately 70 m/sec (175 kts) or Mach 0.2 -- well within the incompressible flow regime. The 4 previously described longitudinal derivatives are presented as a function of the vehicle angle of attack.

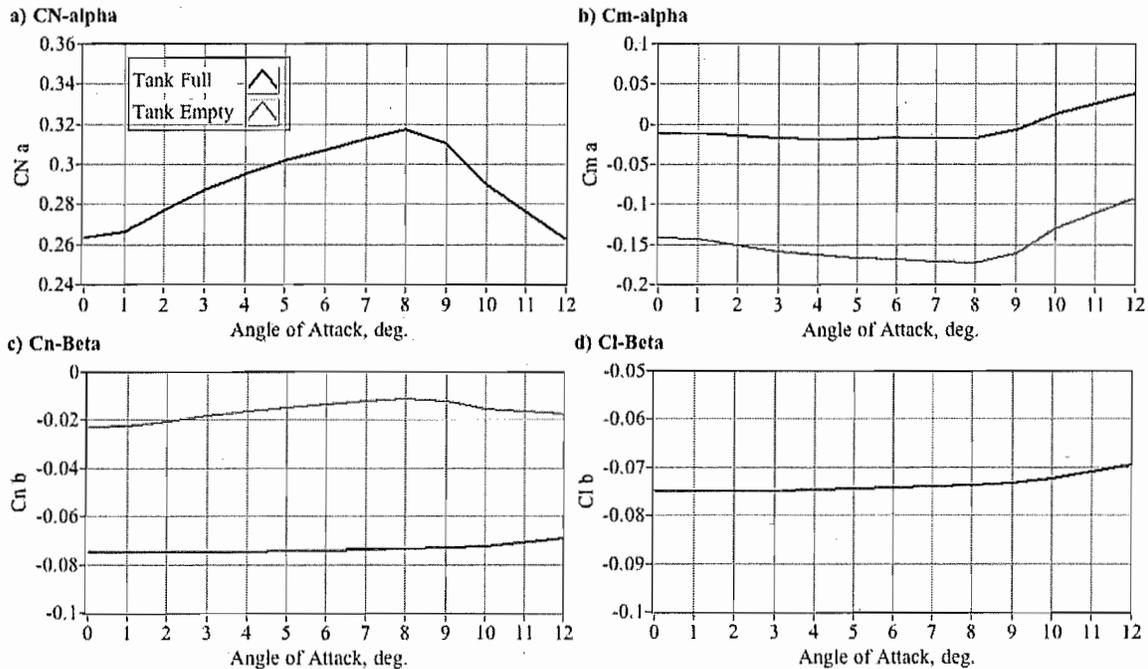


Figure 17. Stability Derivatives of the X-2 Airframe.

1.4 X-2 Vehicle Stability Assessment based on the Aerodynamic Stability Derivatives.

The  $CN_\alpha$  curve, Fig. 17 (a), which peaks at approximately 8 degrees angle-of-attack, indicates that the aerodynamic surfaces begins to stall at this point, and this event has a significant effect on the longitudinal stability. The  $Cm_\alpha$  curve, Fig. 17 (b), demonstrates this property. For both the full- and empty-tank configurations, there is a significant increase in  $Cm_\alpha$  at higher angles of attack. In fact the tank-full configuration crosses over to be unstable (positive value) just beyond 9 degrees angle-of-attack. Thus a significant pitch rotation, wind gust, or updraft at the launch ramp departure has the potential to render the vehicle unstable in the pitch axis. Poorly known unsteady flow phenomena induced by the "wheels" or the open cockpit could also lead to unpredicted pitch instability.

As shown by Fig. 17 (d), even though the vehicle is stable about the roll axis ( $Cn_\beta$  negative), there still exists the potential for a lateral instability know as "spiral instability" to develop. To be spirally stable, a vehicle must have some combination of a sufficiently large dihedral, which increases roll-yaw coupling, and a sufficiently long vertical tail arm, which increases yaw damping. In this case the low aspect ratio of the tail fins does not produce a strong dihedral effect, and the short vertical tail arm results in poor yaw damping. In fact, as can be seen in Fig. 17 (c) the vehicle is directionally unstable ( $Cn_\beta$  negative) for both the full- and empty tank configurations.

Because the vehicle is directionally unstable, when the lateral equilibrium of the airplane is disturbed by a gust of air and a sideslip is introduced, the negative directional stability tends to yaw the nose of the vehicle away from the resulting relative wind. This yawing rate will result in the horizontal fin in the direction of the incoming sideslip perturbation (the outside fin) having a

greater airspeed than the inside wing. This effect produces a rolling moment away from the direction of the incoming flow and contributes to the roll induced by the  $C_{l\beta}$  dihedral effect. Without correction the roll increasingly becomes steep and eventually the vehicle will enter an ever-widening spiral to the left -- away from the incoming flow direction.<sup>1</sup> Slight asymmetrical horizontal tail surface pitch misalignments or a vertical tail surface directional misalignment will exacerbate the spiral instability problem. In the worst case scenario the vehicle will depart and tumble, in most likely scenario the vehicle will veer significantly from the planned "straight line" flight path, resulting in a significant potential hazard to ground observers and property.

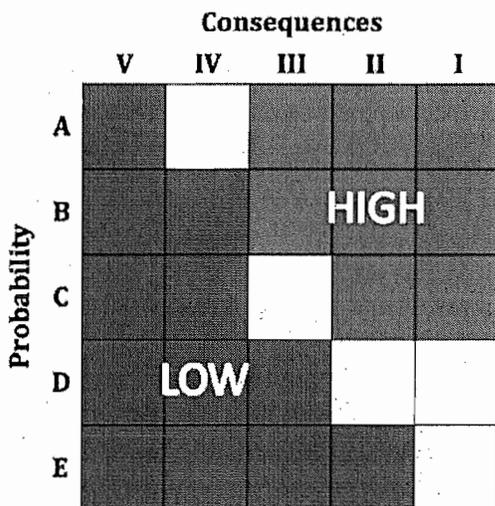
Generally, this spiral growth occurs very slowly and can easily be corrected in a piloted or controlled vehicle; however because the X-2 vehicle is ballistic and the spiral will develop unabated. Thus without mitigations, *the vehicle is unflyable without an active control system, active pilot, or aerodynamic modifications to the airframe.* Potential passive system mitigations to this problem will be described following the hazard analysis to be presented in the next section.

**Table 8. Hazard Probability of Occurrence Classification.**

Level	Definition	Probability
A	Very Likely	90% Chance of Occurrence
B	Likely	66% Chance of Occurrence
C	Moderately Likely	25% Chance of Occurrence
D	Unlikely	1% Chance of Occurrence
E	Very Unlikely	.1% Chance of Occurrence

## V. Vehicle Hazard Analysis and Risk Mitigations

This section presents a formal hazard analysis with previously addressed vehicle issues identified and classified by risk probability and



**Figure 18. Hazard Classification Trade Matrix.**

the severity of the consequences of an unmitigated hazard. The analysis follows the formal methodology developed by NASA where event probability is traded-off against the severity of the consequences.<sup>26</sup> Table 8 presents the numerical scale used to classify the event probability, and **Error! Reference source not found.** presents the numerical scale used to classify the severity of the consequences. **Error! Reference source not found.** shows the trade-matrix used to evaluate each identified hazard. The probability of occurrence for a hazardous event is classified along vertical axis, and the severity of the event is classified along the horizontal axis.

<sup>1</sup> Spiral instability can also occur when the directional is very strong and the dihedral effect is small. In this case the spiral turns to the right, and the spiral becomes tighter with time -- the classic "graveyard spiral."

**Table 9. Hazard Event Consequence Classification.**

Level	Definition	Severity
I	Catastrophic	Personnel: Life Threatening or Permanent Disability System: Complete system failure with out ability to fix resulting in loss of mission
II	Severe	Personnel: Serious injury System: System Failure
III	Moderate	Personnel: Treatable with first aid kit System: Minor damage; system retains most functionality
IV	Minor	Personnel: Minor cuts and scrapes System: No damage; small performance deviation
V	Insignificant	Personnel: Temporary confusion or discomfort System: No damage; Nominal Performance

**J. Register of Identified Hazards**

Table 10 presents a complete register of the identified risks and the initial mitigation and monitoring plans. Items classified as "green" are considered to be acceptable and may only present a nuisance to the program. Hazards classified as "yellow" are marginally acceptable and need to be closely tracked. Multiple "yellow" hazards indicate a design that presents an unacceptable. Hazards classified as "red" are considered present an unacceptable risk, and will not allow the vehicle to fly without acceptable mitigations that reduce the hazard classification level.

**Table 10. Register of Identified Hazards**

Hazard/Risk	Probability	Consequence	Hazard/Risk Description (• Mitigation plan)
<b>Physical Hazards to Pilot/Ground Personnel/Observers/Property</b>			
1. Propellant Tank Overpressure Rupture During Ground Servicing	D	I	<b>Potential for propellant tank rupture/explosive venting while operating rocket or components on ground test stand resulting in potential for personnel injury, damage to equipment or test stand</b>  •Personnel secured behind blast shield •Shielded Key test Instrumentation and Equipment •Appropriately sized and certified system vent valve •Well rehearsed propellant fill procedures and emergency contingencies
2. Potential for Spiral Instability	C	II	<b>Vehicle analysis shows high potential for lateral instability leading to undamped spiral instability. Vehicle will likely diverge from "straight line" flight path and present significant hazard to ground observers and property. Severe Potential Hazard for Pilot. Mitigation required. (see section V.K for details)</b>  •Pilot chute deployed at ramp departure to move $c_p$ aft increase roll and yaw stability. •Rollerons installed on aerodynamic fin-tips for added roll damping •"Hot ejection" seat/egress system for pilot highly desirable

3. Uncontrolled Vehicle spin.	C	II	<p>Vehicle small horizontal planform area has low roll-damping, low rotational inertia. Significant potential for small fin alignments to induce uncontrolled, undamped roll. Mitigation required. Potential acceleration hazard to pilot. Potential for recovery system entanglement due to spin. (Mitigation required)</p> <ul style="list-style-type: none"> <li>•Pilot chute deployed at ramp departure enhance spin stability</li> <li>•Addition of pilot controls to damp spin in-flight</li> </ul>
4. Vehicle Leaves Ground During Ramp Runup	C	I	<p>Moderate L/D for vehicle at low angles-of-attack combined with ground effect presents potential for vehicle to lift from ground/uncontrolled flyaway during ramp run-up. Potential for significant damage to ground equipment spectators. Likely fatal event for pilot. Mitigation required.</p> <ul style="list-style-type: none"> <li>•Replace wheels and ramp with conventional captive lug/rail launch system</li> <li>•Strictly secured launch area with wide "exclusion zone"</li> </ul>
5. Excessive Impulse Output from Propulsion System.	B	III	<p>Vehicle will "shoot long" by more than 800 meters. High apogee altitude results in excessive wind drift. Potential impact footprint is large. Landing area is rugged with limited access. Potential for long "chute drag" path upon landing. Mitigation required. (see section V.K for details)</p> <ul style="list-style-type: none"> <li>•Pilot chute deployed at ramp departure to reduce overshoot distance</li> <li>•Pilot activated chute release system</li> <li>•"In place" widely dispersed recovery team deployed to impact footprint area</li> <li>•Verify propulsion system performance with extensive ground testing.</li> </ul>
6. Near Zero Static Margin in Pitch Axis at Launch Condition	C	I	<p>Small variations in the vehicle <math>c_p</math> due to unsteady aerodynamics, ramp departure dynamics, or slosh of the tank propellant could easily cause the vehicle to become statically unstable. Mitigation required. (see section V.K for details)</p> <ul style="list-style-type: none"> <li>•Pilot chute deployed at ramp departure to move cg aft and increase static margin</li> <li>•Careful management of <math>c_g</math> with component placement/ballast additions.</li> </ul>
7. Recovery System Failure due to High Speed Deployment.	B	I	<p>Current trajectory will produce very high speed drogue chute deployment. Likely failure of recovery system due to chute rupture. If deployment is successful, 10-g "eyeballs out" presents significant potential for physical injury to pilot. Mitigation required.</p> <ul style="list-style-type: none"> <li>•Pilot chute deployed at ramp departure to reduce peak velocity, lower apogee</li> <li>•Reduce total propulsion system impulse</li> </ul>
<b>Vehicle Design/Mission Success/Technical</b>			
8. Existing Design for X-2 Propulsion System Uses Significantly	A	IV	<p>Existing system is proposed with a 25:1 nozzle expansion ratio. This sub-optimal expansion ratio will result in severe loss of performance, and puts additional weight at aft end of vehicle, shifts <math>c_g</math> aft, reducing longitudinal stability.</p>

Over-expanded Nozzle.			<ul style="list-style-type: none"> <li>•Design system with near optimal nozzle expansion ratio (based on chamber operating pressure)</li> <li>•Verify propulsion system performance with extensive ground testing.</li> </ul>
8. Current design with horizontal surface "skegs" does little to enhance longitudinal stability.	A	IV	<p><b>With current design, horizontal tail skegs, because they "shadow" (windward side) or are "shadowed" (lee side) by the vehicle fuselage, do little to increase the directional stability of vehicle. In sideslip flow skegs partially separate horizontal fin on windward side, reducing longitudinal stability.</b></p> <ul style="list-style-type: none"> <li>• Remove skegs, Add 30 degrees of anhedral to horizontal surfaces.</li> <li>•Increase surface area by at least 16% to compensate for cosine loss (to maintain pitch stability)</li> <li>• Verify ground clearance of surfaces with anhedral angle.</li> <li>• Verify that fin anhedral does not significantly compromise vehicle roll stability.</li> </ul>
9. Uncertainty in Propulsion System Thrust/Total Impulse.	C	III	<p><b>Steam rocket design uses a two-phase blowdown with a highly viable thrust profile, total impulse, and specific impulse. Performance is highly dependent on initial system conditions, total mass load, and tank ullage.</b></p> <ul style="list-style-type: none"> <li>• Develop detailed two phase system simulation</li> <li>• Verify model by ground testing.</li> <li>•Develop detailed ground servicing procedures with sufficient diagnostic instrumentation to ensure reliable system load properties.</li> </ul>

### K. Example Mitigation Actions

This section presents two simple mitigation actions that can reduce the risks associated with the identified vehicle lateral and spiral instabilities, the potential pitch instability, and the identified large impulse ground footprint resulting from excessive rocket systems total impulse. The simple passive techniques include the installation of a small pilot shoot, deployed at launch from the rail/guide system, and the additional of rollerons to the aerodynamic surfaces to add roll stability to the vehicle. These simple, inexpensive changes illustrate how small "fixes" can dramatically mitigate then risks associated with the flight program. Repairing all of the previously listed vehicle hazards is beyond the scope of the current study.

#### K.1 Pilot Chute Effect on Vehicle Static Stability

If a small pilot chute is deployed from the aft end of the vehicle immediately before departure from the launch rail, as shown by Figure 19, the effect will be to significantly move the center of pressure aft and significantly improve the pitch, yaw, yaw and dihedral stability of the vehicle. The in-line swivel prevents riser line wind-up and potential chute fouling in the case of a vehicle spin.

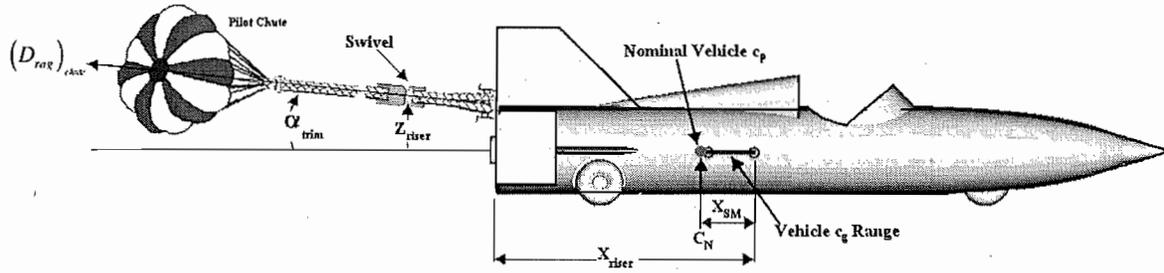


Figure 19. Pilot Chute Attachment to Vehicle.

In this configuration the chute is attached to the aft end of the vehicle on the top of the fuselage. The moment arm between the vehicle axial centerline and the attachment point will cause the vehicle to trim at a slight positive angle of attack. The trim angle of attack is calculated as

$$\alpha_{trim} = \frac{\left( \frac{C_{D_{chute}} \cdot A_{chute}}{A_{ref}} \right) \cdot Z_{riser}}{\left( C_{N_{\alpha}} \cdot X_{SM} \cdot D_{ref} + \left( \frac{C_{D_{chute}} \cdot A_{chute}}{A_{ref}} \right) \cdot X_{riser} \cdot \frac{\pi}{180} \right)} \quad (6)$$

In Eq. (6)  $C_{D_{chute}} \cdot A_{chute}$  is the total drag area of the chute,  $A_{ref}$  is the reference area based on the vehicle diameter, and  $\{X_{riser}, Z_{riser}\}$  are the moment arms as defined as in Figure 19. The trim angle of attack produces a slight lift on the vehicle and offsets the chute force vector from the longitudinal axis. The effect is to move the vehicle longitudinal center-of-pressure significantly aft. The movement of the  $c_p$  is calculated by

$$(X_{cp})_{chute+}^{vehicle} = \frac{C_{N_{\alpha}} \cdot X_{cp} + \left( \frac{C_{D_{chute}} \cdot A_{chute}}{A_{ref}} \right) \cdot \cos \alpha_{trim} \cdot X_{riser} \cdot \frac{\pi}{180}}{C_{N_{\alpha}} + \left( \frac{C_{D_{chute}} \cdot A_{chute}}{A_{ref}} \right) \cdot \cos \alpha_{trim} \cdot \frac{\pi}{180}} - (X_{cp})_{vehicle} \quad (7)$$

Figure 20 shows the effects of a 1.5-meter (49 in) pilot chute mounted as in Figure 19. The vehicle initially trims at an angle of attack above 10 degrees, and drops to less than 6 degrees as the  $c_g$  shift forward to propellant depletion. Significantly, the pilot chute shifts the  $c_p$  more than 11 inches aft, and increases the static margin range from 0.08-0.58 to 0.55-1.1. Thus the longitudinal stability is significantly enhanced. The potential for pitch divergence is now very unlikely.

This aft shift in the center-of-pressure also has the effect of making the vehicle directionally stable. compares the original directional center-of-pressure with the new value resulting from the pilot chute effect. The vehicle has now been made (statically) directionally stable. Because the chute is attached above the longitudinal centerline of the vehicle, the vehicle will now strongly rollaway from any sideslip-induced crossflow and the vehicle dihedral effect is also strongly enhanced. Together these effects make the potential for any sort of spiral instability very low with the pilot chute attached.

Figure 20 also plots compares the lift-to-drag ratio ( $L/D$ ) for the vehicle with and without the pilot chute. The pilot chute significantly increases the  $L/D$  of the vehicle, and makes the probability for ground-lift-off significantly higher. This change almost certainly requires that the ramp-and-wheel, free rolling approach to launch be replaced by a more conventional lug-and-rail<sup>27,28</sup> system where the vehicle is constrained from leaving the ground until it exits the rail. Also, delaying pilot chute deployment until just before rail exit reduces any potential for overstressing the rail lugs in a lateral or vertical direction.

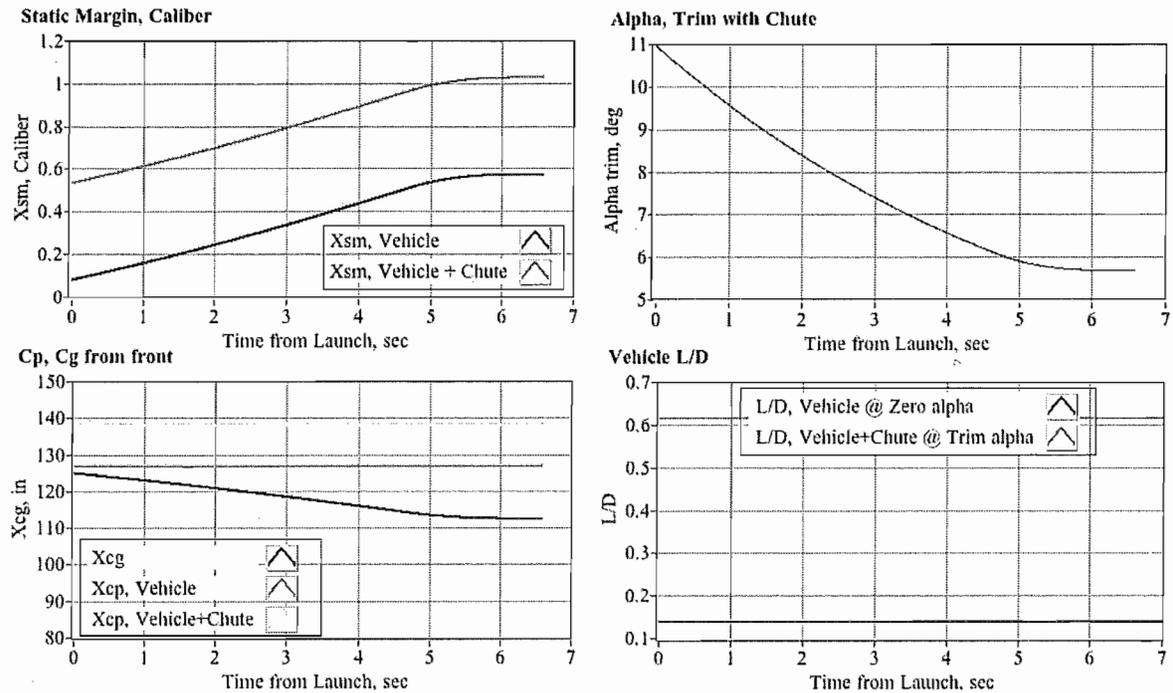


Figure 20. Effect of 1-Meter Pilot Chute on Vehicle Longitudinal Static Margin.

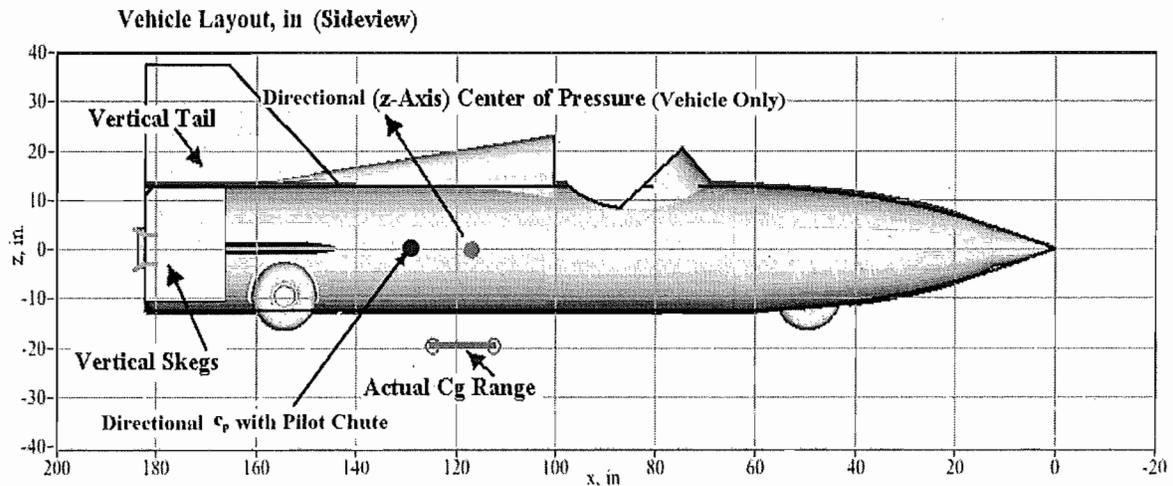
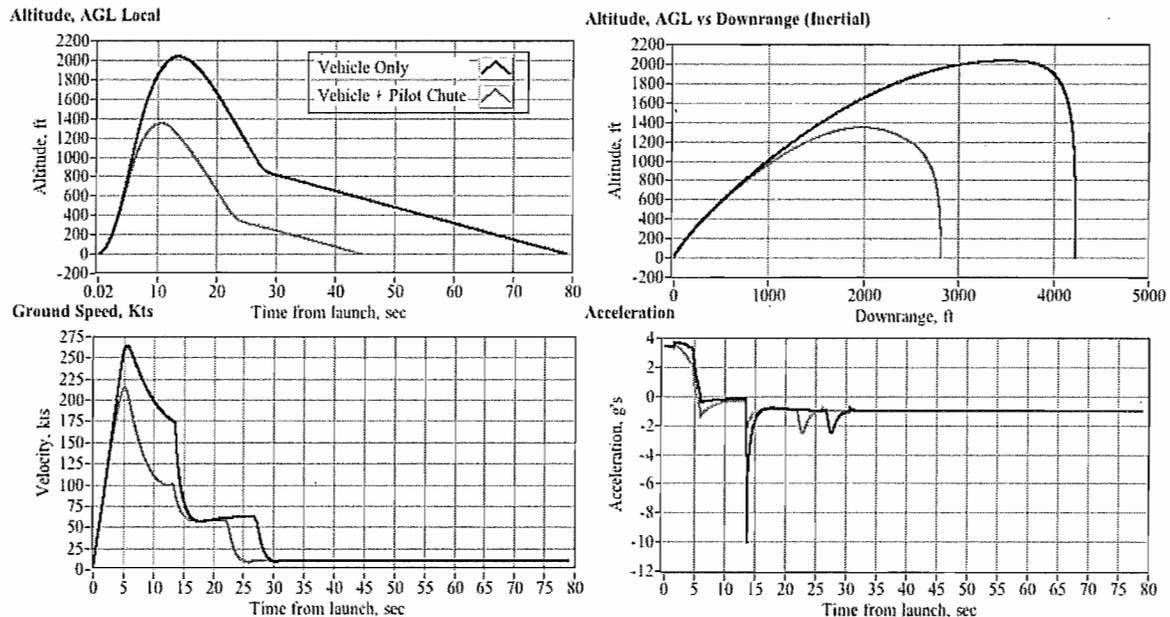


Figure 21. Shift in Directional  $c_p$  Resulting from 1.5 Meter Pilot Chute.

K.2 Pilot Chute Effect on Vehicle trajectory and Landing Footprint.

The addition of the pilot chute increases the effective vehicle drag coefficient from approximately  $CD = 0.516$  up to approximately  $CD = 0.44$ . Normally, this increase on drag would have adverse effects on the vehicle trajectory; however, because of the excessive impulse designed into the propulsion system, this drag increase has several beneficial effects: 1) the apogee altitude is lower, 2) the drogue chute deployment velocity is significantly lower, 3) the parachute opening shock loads are significantly decreased, and 4) the canyon overshoot and landing footprint size are significantly reduced. **Figure 22** compares the likely nominal trajectory for the original vehicle configuration against the likely nominal trajectory for the vehicle with the pilot chute attached. The effects are dramatic. The apogee altitude is lowered by more than 600 ft., the downrange is shortened by more than 1300 ft., drogue chute deployment velocity is lowered from more than 175 kts to approximately 100 kts. The effect is to reduce the drogue chute opening shock load from 10-g's to less than 2 g's. Also because the downrange, altitude, and total flight time are significantly reduced, the landing footprint is more compact and closer to the canyon rim. **Figure 23** shows the resulting footprint. The new landing footprint still allows for a comfortable canyon rim clearance, but brings the vehicle down in the proximity of surface roads where recovery team access is significantly enhanced. Clearly, the addition of a single system has mitigated at least 4 of the significant risks itemized in the hazards register (Table 10).



**Figure 22. Effect of Pilot Chute on Nominal Vehicle Trajectory.**

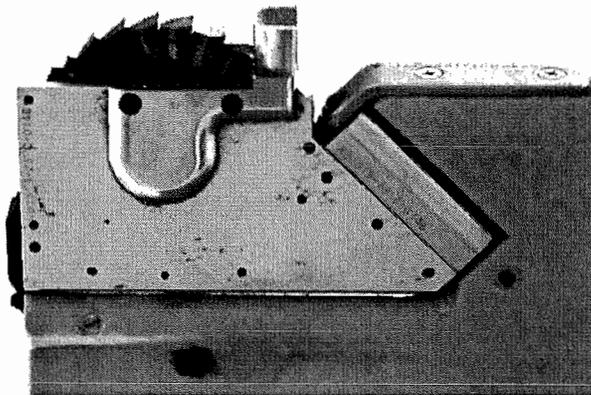


Figure 23. Reduced Landing Footprint Resulting from Pilot Chute Addition.

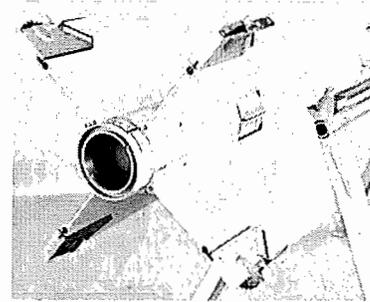
### K.3 Removing Tail Skegs and Adding Fin-Tip Rollerons. .

As described previously in section V.I.4 there exist several roll-related issues with this vehicle, and these issues derive from potentially a weak dihedral effect and roll-damping. The removal of the skegs (which have limited functional utility) and replacement with wing-tip rollerons will significantly reduce later-and-roll-related vehicle hazards. A rolleron is a type of simple aileron system used for rockets, and is placed at the trailing end of each. The device provides passive stabilization against vehicle rotation. Figure 24 shows a typical rolleron design installation on an AIM-9 Sidewinder missile.

The rolleron is designed with a weighted metal wheel manufactured with pin-wheel notches along the circumference. The wheel is bearing mounted, and as the notches are immersed into the external flow field, the bearing allows the wheel to spin at high angular velocities. The rapidly spinning wheel-elements develop a significant gyroscopic force. The rollerons are hinged on the front end of the vehicle to align with the incoming flow vector under steady conditions. When a disturbing rolling torque is encountered, the spinning rolleron wheel elements resist rotation (due to the gyroscopic effect), and provide a restoring torque to resist the disturbing torque. Rollerons are ideal for combating uncontrolled spin due to aerodynamic fin misalignment, and will provide a simple, inexpensive mitigation to several aforementioned vehicle lateral and directional stability issues.



a) Typical Rolleron Design



b) Rollerons Mounted to the Fin-Tips of an AIM-9 Sidewinder Missile

**Figure 24. Typical Rolleron Design and Application.**

## **VI. Summary and Recommendations**

This interim-report presents finding resulting from a preliminary analysis of the performance and stability characteristics of the X-2 Skycycle design as originally designed by Doug Malewicki and Robert Truax. The studied configuration matches -- as closely as possible -- the configuration that unsuccessfully attempted to span the Snake River Canyon in September 2013. The parameters of the modeled configuration were derived from a variety of public-domain sources, and where data were not available models were developed based upon the experience and engineering judgment of the author. Analysis and modeling included elements included the vehicle propulsion system, aerodynamics, trajectory, stability characteristics, and a brief formal hazard analysis.

Unfortunately, the original design was found to be deficient in many areas, with at least 6 identified hazards of such severity and likelihood; that in the opinion of the author renders the vehicle unsafe to fly. Many of the design decisions made for the original vehicle are rather puzzling to the author; and are likely attributable to the limited "back-of-the envelope" analysis tool available for general use in the early 1970's.

Fortunately, many of the identified configuration issues are correctable with some simple, inexpensive, and easily implemented configuration changes. Several of these changes are discussed, and the effects of a major mitigation - the addition of a pilot chute -- are identified in detail.

The hazard analysis presented in this report only identified clearly-defined technical and physical hazards; it did not attempt to identify programmatic risks. So the author will state some of his programmatic concerns at this point. As it currently exists, the current project has primarily concentrated on the "show-biz" aspects of the project; collecting support capital and on acquiring administrative permissions necessary to execute the event. This approach is understandable in that without these actions the project would not be possible. However; now that it appears that some level of capital supports has been raised, and the administrative

permissions with the FAA and the city of Twin Falls has been procured, the focus of the project must transition to the technical design of the vehicle, and the execution of the flight program.

The working assumption to this point has been that the original vehicle design would be "Ok" for the jump attempt. It is not! Given the current technical difficulties with the design, it is the author's opinion that the September 2014 launch schedule is unrealistic. The proposed mission is very complex, and requires a level of analytical, experimental, and operational sophistication that - in the opinion of the author -- the current team does not possess to successfully execute the project. To be successful, the design, development, fabrication, integration, and testing of this system must be taken from the current "*garage rocket*" and "*daredevil*" approach and put under the umbrella of a formal systems engineering (SE) plan.

The SE plan must define mission milestones including design review cycles and a well-vetted test matrix. A realistic program schedule with sufficient pad for unforeseen technical and funding difficulties needs to be developed. A systems requirements document (SRD) needs to be developed to allow components to be procured or manufactured. Analytical and numerical models of each system and subsystem should be developed and integrated into a complete vehicle and mission simulation. Extensive experimental testing should back models. Design cycles should include formal Conceptual (CoDR), Preliminary (PDR), and Critical (CDR) design reviews. In these reviews, the system design being formally peer-reviewed by not only project members; but also peer-reviewed by multiple subject matter experts in the various aspects of the vehicle design and mission operations.

There are well-established, formal, aerospace methods that have been developed to allow such complex and risky programs to be safely and successfully executed. These methods should be applied here. The well-considered and executed Red Bull Stratospheric Jump program featuring Felix Baumgartner, or the Virgin Galactic/Scaled Composites "White Knight/Space Ship 2" suborbital flight test program stand as an excellent examples to emulate. The proposed Snake River jump event is of similar complexity to these two programs Any other approach to achieving the objectives of this complex mission will very likely end in disaster and tragedy.

*SAW, September 5, 2013.*

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TELEPHONE (708)453-2800  
FAX (708)452-5088

October 18, 2013

Mr. Mike Williams, City Manager  
City of Twin Falls  
321 2<sup>nd</sup> Avenue  
Twin Falls, ID 83301

VIA EMAIL to [mwilliams@tfd.org](mailto:mwilliams@tfd.org)

Re: REO Development Group, LLC  
Response To Request For Qualifications

Dear Mr. Williams:

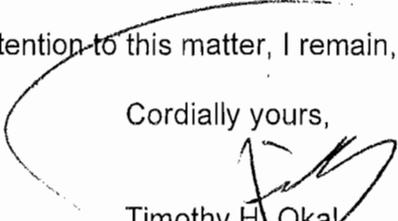
In furtherance of the Request For Qualifications issued by the City of Twin Falls you will find enclosed the following:

- (A) REO Development Group, LLC's Response To Request For Qualifications;
- (B) BeCore Capabilities Deck;
- (C) Letter of Commitment commissioned from ABC, Inc.;
- (D) Interim Report commissioned by REO Development Group, LLC dated September 5, 2013 entitled "*Flight Mechanics Analysis of a Rocket-Powered Vehicle*" which is referenced in our Response;
- (E) *Curriculum Vitae* of Dr. Stephen A. Whitmore who authored the foregoing Interim Report.

Therefore, in the event you or anyone else within the City of Twin Falls should have any questions or require any additional information concerning our project or any matter referred to within the enclosed Response, please do not hesitate to contact the undersigned directly.

Thanking you, once again, for your attention to this matter, I remain,

Cordially yours,

  
Timothy H. Okal  
General Counsel, Managing  
Member of REO Development  
Group, LLC

THO/nms  
Enclosures



*City of Twin Falls, Idaho  
40<sup>th</sup> Anniversary Snake River Canyon Jump*

## **Request for Qualifications**

*Issue Date: October 8, 2013*

*Submission Deadline: October 18, 2013*

*Contact: Mike Williams [mwilliams@tfid.org](mailto:mwilliams@tfid.org)*



The City of Twin Falls has received inquiries from a number of entities proposing a vehicle jump across the Snake River Canyon on or about September 8, 2014, the 40<sup>th</sup> anniversary of the attempt made by Evel Knievel in 1974. The City is willing to consider permitting this event, but only under such circumstances and with conditions that will fully protect the public's health and safety, and in a way that will protect the City's "brand and image" and create positive marketing image for the area.

This Request for Qualifications is intended to gather information for use in evaluating proposals, and may result in further requests for proposals from some or all of the applicants. The submissions may be used as a basis for drafting a final contract with an applicant, which may contain such other and further conditions as deemed appropriate by the City.

## **Request for Qualifications**

### **Enquiries**

All enquiries related to this RFQ are to be directed to Mike Williams, the Assistant to the City Manager, via email at [mwilliams@tffd.org](mailto:mwilliams@tffd.org). Information obtained from any other source is not official and should not be relied upon.

### **Closing Date**

An electronic copy of each response must be received before 5:00 o'clock PM, MDT, on Friday, October 18, 2013, to the email address on the front cover of this RFQ. Responses must not be sent by facsimile.

### **Late Responses**

Late responses may be accepted, in the discretion of the Review Committee, provided that no responses will be accepted after the submitted responses are made public.

### **Qualifications Review Committee**

The Review Committee is anticipated to consist of three members of the City Council, the City Manager, Chief of Police, Fire Chief, and such other persons as may be helpful in reviewing the applications.

### **Review and Selection**

This RFQ is intended for pre-qualification purposes. In order to evaluate the applications, the following areas should be discussed by the applicant in as much detail as possible:

- A detailed description of the "event".
- The proposed location(s) of the event.
- A detailed description of any use of land within the City limits or owned by the City of Twin Falls.
- A detailed description of the vehicle, the method of launching and landing the vehicle, and all information regarding the safety and probability of success of the jump.
- A description of all components to be used in promoting and conducting the event.
- A detailed description of anticipated traffic control.
- A detailed description of anticipated law enforcement requirements.
- Any other proposed public safety issues.

- A detailed description of the anticipated activities to create a positive marketing image for the area, i.e., broadcast partnerships, media exposure, public relations, etc.
- A description of impacts on other services (motels, restaurants, medical, etc.)
- A list of similar events conducted by the applicant, or by a member of the applicant's team, during the last five (5) years, with contact information for the governmental entity that approved the event.
- References.
- Any other information that the applicant deems helpful in demonstrating the ability to successfully complete the event, to the satisfaction of the City.

**Acceptance of Responses**

The RFQ is not a binding agreement to permit the proposed event or to accept proposals from any of the applicants. Responses to the RFQ will be assessed in light of the qualification review criteria and, if chosen for a shortlist, applicants may be contacted for additional information. The City may determine that none of the submitted applications are acceptable, and to reject all.



City Offices

Boston, MA  
Chicago, IL  
Fort Worth, TX  
Huntington Beach, CA  
Malibu, CA  
Miami, FL  
New York City, NY  
San Diego, CA  
San Francisco, CA  
Santa Monica, CA  
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Ski Resorts

Canyons  
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Mammoth  
Mt. Seymour

Organizations

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US Coast Guard  
New York Police Department  
Los Angeles Police Department

